

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:) Case No. 19-40883-659
) Chapter 11
PAYLESS HOLDINGS LLC, *et al.*,)
) (Joint Administration Requested)
)
Debtors.¹)
) Hearing Date: February 19, 2019
) Hearing Time: 1:30 p.m. (Central Time)
) Hearing Location: Courtroom 7 North

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO
ASSUME THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES AND (III) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this motion (this “Motion”) for entry of an interim order (the “Proposed Interim Order”) and a final order (the “Proposed Final Order”)² (i) authorizing the Debtors to assume the consulting agreement dated as of February 12, 2019 (the “Consulting Agreement”), a copy of which is attached hereto as **Exhibit A**, by and among Payless Holdings, LLC, on behalf of certain other applicable Debtors (the “Merchant”), Payless ShoeSource Canada LP (the “Canadian Merchant,” and together with the Merchant, the “Merchants”) and the contractual joint venture comprised of Great American Group, LLC and Tiger Capital Group, LLC (together, the “Consultant”);

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Payless Holdings LLC [5704]; Payless Intermediate Holdings LLC [5190]; WBG-PSS Holdings LLC [0673]; Payless Inc. [3160]; Payless Finance, Inc. [2101]; Collective Brands Services, Inc. [7266]; PSS Delaware Company 4, Inc. [1466]; Shoe Sourcing, Inc. [4075]; Payless ShoeSource, Inc. [4097]; Eastborough, Inc. [2803]; Payless Purchasing Services, Inc. [3043]; Payless ShoeSource Merchandising, Inc. [0946]; Payless Gold Value CO, Inc. [3581]; Payless ShoeSource Distribution, Inc. [0944]; Payless ShoeSource Worldwide, Inc. [6884]; Payless NYC, Inc. [4126]; Payless ShoeSource of Puerto Rico, Inc. [9017]; Payless Collective GP, LLC [2940]; Collective Licensing, LP [1256]; Collective Licensing International LLC [5451]; Clinch, LLC [9836]; Collective Brands Franchising Services, LLC [3636]; Payless International Franchising, LLC [6448]; PSS Canada, Inc. [4969]; Payless ShoeSource Canada Inc. [4180]; Payless ShoeSource Canada GP Inc. [4182]; and Payless ShoeSource Canada LP [4179]. With respect to certain taxing authorities, the Debtors’ address is 2001 Bryan Street, Suite 800, Dallas, Texas 75201. However, the location of Debtor Payless Holdings LLC’s corporate headquarters and the Debtors’ service address is: c/o Payless ShoeSource Inc., 3231 S.E. 6th Avenue, Topeka, Kansas 66607.

² A copy of the Proposed Interim Order and Proposed Final Order will be provided to the Notice Parties (as defined below) and made available on the Debtors’ case information website at <https://cases.primeclerk.com/pss>.

(ii) authorizing and approving store closings or similar themed sales (the “Store Closings” or “Sales”) in accordance with the terms of the store closing procedures (the “Store Closing Procedures”) attached hereto as **Exhibit B**, with such sales to be free and clear of all liens, claims, and encumbrances; and (iii) granting related relief.³ In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Eastern District of Missouri (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 81-9.01(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for relief requested herein are sections 105, 363, 364, 365 and 554 of title 11 of the United States Code, §§ 101-1532 (the “Bankruptcy Code”) and Rules 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

4. The Debtors and their non-Debtor affiliates (together, the “Company”) are the largest specialty family footwear retailer in the Western Hemisphere, offering a wide range of shoes and accessory items at affordable prices. The Company operates approximately 3,400 stores in more than 40 countries. The Debtors are headquartered in Topeka, Kansas with extensive operations that span across the United States, Canada, Latin America, Asia, the Middle East and Europe.

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their

³ The relief requested herein with respect to Payless ShoeSource Canada Inc., Payless ShoeSource Canada GP Inc. or Payless ShoeSource Canada LP (the “Canadian Debtors”) will be governed by the applicable order(s) entered in the Canadian Debtors’ *Companies Creditors’ Arrangement Act* (Canada) proceedings (“CCAA”).

businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. The Debtors have requested that their cases be consolidated for procedural purposes and administered jointly. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

6. The Debtors commenced these chapter 11 cases approximately 18 months after completing a restructuring and emerging from chapter 11 protection with a reduced debt burden.⁴ The Debtors, however, have been unable to sustain profitable operations in the current retail environment as a result of various factors more fully described in the *Declaration of Stephen Marotta, Chief Restructuring Officer of Payless Holdings LLC, in Support of Debtors' Chapter 11 Proceedings and First Day Pleadings* (the "First Day Declaration").⁵ Accordingly, the Debtors have determined that the best way to maximize value for all of their stakeholders is to liquidate all North America brick and mortar locations through the immediate commencement of going out of business sales. The Debtors believe, in the exercise of their business judgment, that such measures are in the best interests of the Debtors' estates.

7. A comprehensive description of the Debtors' businesses and operations, capital structure and events leading to the commencement of these chapter 11 cases is set forth in the First Day Declaration, filed contemporaneously herewith and incorporated herein by reference.

8. In further support of this Motion, the Debtors respectfully submit the *Declaration of Joseph Malfitano in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Approving Procedures for*

⁴ On April 4, 2017, the Debtors' predecessors-in-interest commenced chapter 11 cases (the "Prior Cases") before the United States Bankruptcy Court for the Eastern District of Missouri, which were jointly administered under the caption *In re Payless Holdings LLC*, No. 17-42267. A plan of reorganization was confirmed in the Prior Cases on July 26, 2017, and such plan went effective on August 10, 2017.

⁵ Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to such terms in this Motion, in the First Day Declaration or in the Malfitano Declaration, as applicable.

Store Closing Sales and (III) Granting Related Relief (the “Malfitano Declaration”), attached hereto as **Exhibit C** and incorporated herein by reference.⁶

STORE CLOSINGS AND SALES GUIDELINES

I. The Store Closings.

9. Following extensive analysis and due to a confluence of internal and external events, the Debtors have made the difficult decision to seek authority to liquidate their North American stores (the “Stores”) through the immediate commencement of going out of business sales. This decision has been made after the implementation of numerous cost-reduction measures and the closure of 675 underperforming stores (for which the Debtors obtained approval in the Prior Cases), measures that were simply not sufficient to stabilize the North American businesses and return them to profitability. As the Court is undoubtedly aware, the Debtors have also faced significant headwinds given the continued decline of the brick-and-mortar retail industry. The Debtors also faced a number of additional challenges, all as set forth in greater detail in the First Day Declaration.

10. As referenced above, the Debtors, with assistance from their financial advisor Ankura Consulting Group, LLC (“Ankura”), and investment banker PJ Solomon, L.P. (“Solomon”), conducted an extensive analysis of the performance, sales, and profitability of all of the retail stores across Payless’ North American, Latin American and franchised business segments. A majority of the Stores have negative sales trends and have failed to meet the performance standards set by the Debtors. The Debtors therefore determined that commencing the Store Closings was the best way under the circumstances to maximize the value of the Debtors’ businesses and assets for their estates and creditors and, accordingly, the Debtors

⁶ Contemporaneous with the filing of this Motion, the Debtors filed the *Debtors’ Application for Entry of An Order Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, (I) Authorizing Employment and Retention of Malfitano Advisors, LLC as the Debtors’ Asset Disposition Advisor and Consultant, Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief* (the “MA Retention Application”). Malfitano Advisors, LLC’s services agreement, including the terms of their engagement, is attached as **Exhibit B** to the MA Retention Application.

commenced the Store Closing Sales prior to the Petition Date on February 17, 2019 (the “Sale Commencement Date”).⁷ A full list of the affected Stores and distribution centers (the “Distributions Centers”), including Store and Distribution Center locations, are attached to the Consulting Agreement attached hereto.

11. Prior to the Sale Commencement Date, the Debtors, in consultation with their asset disposition advisor Malfitano Advisors, LLC (“MA”), conducted a solicitation and bidding process for nationally known retail liquidation firms. Malfitano Decl. ¶¶ 9-19. The process included, among other things, a formal request for proposal, access to all information provided by the Debtors and standard requirements for the submission of recovery rates, forecasts and analysis. *Id.* at ¶ 13. The Debtors received proposals from two bidder groups. *Id.* at ¶ 14. Each bidding group was evaluated based on, among other things, whether it (a) had realistic views on overall recovery on the Debtors’ inventory, (b) had recent experience liquidating specialty footwear retail inventory, (c) would dedicate the best resources to accomplish the Debtors’ goals, (d) had familiarity with the Debtors, their inventory systems and operational structure, and (e) had shown the ability to execute a large-scale liquidation on an expedited basis. *Id.* at ¶ 15.

12. Based on this extensive evaluation, conducted in coordination with the Debtors’ lenders, the Debtors selected and engaged the Consultant to manage the Store Closings and liquidate (a) the saleable inventory located in the Stores and the Distribution Centers as of the Sale Commencement Date or delivered thereto after the Sale Commencement Date (the “Merchandise”), and (b) the associated owned furniture, fixtures, and equipment (the “FF&E”) and, together with the Merchandise, the “Store Closure Assets”), and otherwise prepare the

⁷ For greater certainty, the Sale Commencement Date for any Canadian Stores shall be no earlier than the date on which the Approval Order (as defined in the Consulting Agreement) is granted by the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”).

Stores for turnover to the applicable landlords at the conclusion of the Store Closing Sales, on the terms set forth in the Consulting Agreement.

13. By this Motion, the Debtors seek to assume the Consulting Agreement and allow the Consultant to continue its work as described herein and therein uninterrupted. The Debtors have determined that (a) the services of the Consultant are necessary (i) for a seamless and efficient large-scale liquidation process, as is contemplated by this Motion, and (ii) to maximize the value of the Store Closure Assets, and (b) the Consultant is capable of performing the required tasks on favorable financial terms.

14. Prior to the Petition Date, the ability of the Debtors and the Consultant to advertise the sales at the Stores as “going out of business” sales was limited in some jurisdictions based on permitting requirements or by the terms of the Debtors’ leases. The ability to use the “going out of business” message in advertising is critical to drive sales, and thus, to maximize sale proceeds for distribution to applicable stakeholders. Assumption of the Consulting Agreement and approval of the Store Closing Procedures (including the ability to use the “going out of business” message) will allow the Debtors to utilize the experience and resources of the Consultant in performing large-scale liquidations at the Stores in a format that allows the Debtors to retain control over the sale process and will provide the maximum benefit to the estates.

II. The Consulting Agreement.

15. Pursuant to the Consulting Agreement, the Consultant will serve as the exclusive independent consultant to the Debtors in connection with the sale of the Store Closure Assets.

The salient terms of the Consulting Agreement are set forth below:⁸

TERM	CONSULTING AGREEMENT
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⁸ The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects. Capitalized terms used but not defined in the following summary shall have the meaning ascribed to them in the Consulting Agreement.

TERM	CONSULTING AGREEMENT
Services Provided by Consultant	<p>The Consultant will be retained as the Debtors' independent consultant to conduct the Sale at the Stores during the Sale Term (as defined below) to, among other things: (i) recommend appropriate discounting to effectively sell all of Merchant's goods located at or to be delivered to the Stores and Distribution Centers in accordance with a "going out of business," "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale, and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith; (ii) provide qualified supervision to oversee the conduct of the Sale, which supervisors, once identified to Merchant, shall not be removed from the Sale event unless Merchant otherwise agrees or requests removal; (iii) maintain focused and constant communication with Store and Distribution Center-level employees and managers to keep them abreast of strategy and timing and to properly effect Store and Distribution Center level communication by Merchant's employees to customers and others about the Sale; (iv) establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant's goods located at the Stores and Distribution Centers by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant's advisors monitoring the Sale; (v) meet with the Merchant and its advisors, on at least a weekly basis, to review sales, sales reporting and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale; (vi) recommend loss prevention strategies; (vii) coordinate with Merchant so that the operation of the Stores and Distribution Centers are being properly maintained including ongoing customer service and housekeeping activities; (viii) recommend appropriate staffing levels for the Stores and Distribution Centers and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store and Distribution Center (including group leaders/district managers retained for the Sale); (ix) subject to the approval of this Court and Canadian Court, as applicable, assist Merchant to commence the Sale as a "going out of business," "store closing," "sale on everything," "everything must go," or such other themed sale approved by Merchant.</p>
Sale Term	<p>The term "<u>Sale Term</u>" respect to each Store and Distribution Center commenced on February 17, 2019, the Sale Commencement Date, and shall end with respect to each respective Store and Distribution Center no later than May 31, 2019 (the "<u>Sale Termination Date</u>"); provided, however, that Merchant may decide on an earlier or later "Sale Commencement Date" or "Sale Termination Date" with respect to any one or more Stores or Distribution Centers (on a Store-by-Store, Distribution Center by Distribution Center basis). For greater certainty, the Sale Commencement Date for any Canadian Stores shall be no earlier than the date on which the Approval Order is granted by the Canadian Court and the Sale Termination Date shall be no later than</p>

TERM	CONSULTING AGREEMENT														
	April 30, 2019.														
Sale Expenses	<p>All expenses incident to the conduct of the Sale and the operation of the Stores and Distribution Centers during the Sale Term (including without limitation all Consultant Controlled Expenses and all other Store and Distribution Center-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount (as provided in Section 3(B) of the Consulting Agreement) for such Consultant Controlled Expenses.</p> <p>Attached to the Consulting Agreement as Exhibit C is an expense budget for the “Consultant Controlled Expenses.” Upon execution of the Consulting Agreement, prior to the filing of either the Chapter 11 Case or the application under the <i>Companies’ Creditors Arrangement Act</i>, R.S.C. 1985, c. C-36, as amended (the “<u>CCAA</u>”), Merchant advanced Consultant the sum of (i) USD\$2,830,000 (for United States Stores) and (ii) CAN\$440,000 (for Canadian Stores) for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of the Consulting Agreement by this Court and approval of the Consulting Agreement by the Canadian Court (the “<u>Advance</u>”). Upon approval of the assumption of the Consulting Agreement by this Court and approval of the Consulting Agreement by the Canadian Court, as applicable, after taking the Advance into account, Consultant will advance funds for the Consultant Controlled Expenses, and Merchant shall reimburse Consultant therefor (up to the aggregate budgeted amount) in connection with each weekly reconciliation contemplated by Section 5(B) of the Consulting Agreement upon presentation of reasonable documentation for such actually-incurred expenses. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided, if requested. The parties may from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale and the removal of any Stores or Distribution Centers from the Sale.</p>														
Compensation for Consultant	<p>In consideration of its services, Merchant shall pay Consultant the following fee calculated on the Gross Proceeds from the first dollar recovered (collectively, the “<u>Consulting Fee</u>”):</p> <table border="1" data-bbox="456 1686 1403 1948"> <thead> <tr> <th data-bbox="462 1686 927 1724">Gross Cost Recovery</th><th data-bbox="927 1686 1396 1724">Consulting Fee</th></tr> </thead> <tbody> <tr> <td data-bbox="462 1724 927 1761">Less than 150.50%</td><td data-bbox="927 1724 1396 1761">0.75% of Gross Proceeds</td></tr> <tr> <td data-bbox="462 1761 927 1799">150.51% to 157.50%</td><td data-bbox="927 1761 1396 1799">1.00% of Gross Proceeds</td></tr> <tr> <td data-bbox="462 1799 927 1837">157.51% to 165.50%</td><td data-bbox="927 1799 1396 1837">1.25% of Gross Proceeds</td></tr> <tr> <td data-bbox="462 1837 927 1875">165.51% to 168.50%</td><td data-bbox="927 1837 1396 1875">1.60% of Gross Proceeds</td></tr> <tr> <td data-bbox="462 1875 927 1913">168.51% to 172.50%</td><td data-bbox="927 1875 1396 1913">1.75% of Gross Proceeds</td></tr> <tr> <td data-bbox="462 1913 927 1948">172.51% and above</td><td data-bbox="927 1913 1396 1948">2.10% of Gross Proceeds</td></tr> </tbody> </table>	Gross Cost Recovery	Consulting Fee	Less than 150.50%	0.75% of Gross Proceeds	150.51% to 157.50%	1.00% of Gross Proceeds	157.51% to 165.50%	1.25% of Gross Proceeds	165.51% to 168.50%	1.60% of Gross Proceeds	168.51% to 172.50%	1.75% of Gross Proceeds	172.51% and above	2.10% of Gross Proceeds
Gross Cost Recovery	Consulting Fee														
Less than 150.50%	0.75% of Gross Proceeds														
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168.51% to 172.50%	1.75% of Gross Proceeds														
172.51% and above	2.10% of Gross Proceeds														

TERM	CONSULTING AGREEMENT
	<p>Notwithstanding the foregoing, if, according to the above table, the Consulting Fee increases as a result of the Gross Cost Recovery equaling or exceeding a threshold, and (x) the Gross Proceeds, net of such applicable increased Consulting Fee, are less than (y) the Gross Proceeds, net of the immediately preceding Consulting Fee according to the table, the Consulting Fee shall not be increased until such time as the Gross Proceeds calculation in (x) is equal to or greater than the Gross Proceeds calculation in (y). For the avoidance of doubt, it is the intention of the parties that Gross Proceeds to the Merchant net of the Consulting Fee not decrease to the extent Gross Proceeds increase above a Gross Cost Recovery threshold.</p>
Insurance	<p>During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant's ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party's respective expense) comprehensive auto liability for owned and non-owned autos and general liability insurance covering injuries to persons and property in or in connection with the Stores and Distribution Centers, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its supervisors, and (c) each of Merchant and Consultant shall maintain statutory worker's compensation, statutory disability and Employer's Liability coverage of at least \$500,000 covering its own employees. Consults shall produce evidence of such by the Sale Commencement Date.</p> <p>Notwithstanding any other provision of the Consulting Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, Distribution Centers or the Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores or Distribution Centers; and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.</p> <p>Notwithstanding any other provision of the Consulting Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for product liability claims relating to the products sold under the Consulting Agreement, before, during and after the Sale Term.</p>
Indemnification by Consultant	<p>Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "<u>Merchant Indemnified Parties</u>") harmless from and against all third-party claims, demands,</p>

TERM	CONSULTING AGREEMENT
	<p>penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in the Consulting Agreement or in any written agreement entered into in connection therewith; (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors); (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement; (iv) any consumer warranty or products liability claims relating to any Additional Consultant Goods; or (v) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, provided that Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Party's gross negligence, willful misconduct, or unlawful act.</p>
Indemnification by Merchant	<p>Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "<u>Consultant Indemnified Parties</u>") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in the Consulting Agreement or in any written agreement entered into in connection herewith; (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement; (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, provided that Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.</p>
Additional Merchant	<p>(A) In connection with the Sale, and subject to compliance with the Approval Order, Consultant shall have the right, after review and consent by Merchant, at Consultant's sole cost and expense, to</p>

TERM	CONSULTING AGREEMENT
Goods	<p>supplement the Merchandise in the Sale (other than with respect to Additional Consultant Goods in the Canadian Stores as provided in section 7(H) of the Consulting Agreement) with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“<u>Additional Consultant Goods</u>”), provided that, any additional goods sourced by Merchant from its existing vendors, as agreed to by Consultant, shall be referred to as “Additional Merchant Goods”), provided further that, in no event shall the Additional Merchant Goods exceed more than \$30,000,000.00 at original cost.</p> <p>(B) Subject to section 7(C) in the Consulting Agreement, the Additional Consultant Goods and Additional Merchant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores at Consultant’s sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods and Additional Merchant Goods shall be run through Merchant’s cash register systems; <i>provided, however,</i> that Consultant and Merchant shall mark the Additional Consultant Goods and Additional Merchant Goods using either a “dummy” SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods and Additional Merchant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant’s written consent, and Consultant’s agreement to reimburse Merchant for any associated expenses, Consultant shall not use Merchant’s distribution centers for any Additional Consultant Goods.</p> <p>(C) Consultant shall pay to Merchant an amount equal to six and one half of one percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the “<u>Additional Consultant Goods Fee</u>”), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during each then prior week (or at such other mutually agreed upon time).</p> <p>(D) With respect to the Additional Merchant Goods, in connection with each weekly reconciliation, all proceeds from the sale of Additional Merchant Goods shall be allocated as follows: first, to repay the Consultant the actual amount paid by Consultant for the Additional Merchant Goods (the “<u>Advance</u>”), second, to reimburse Agent or Merchant, as the case may be, for the actual cost of labor, freight and</p>

TERM	CONSULTING AGREEMENT
	<p>insurance relative to shipping such Additional Merchant Goods to the Stores, and third, to Merchant and Consultant equally (the Merchant's portion of proceeds being referred to as the "<u>Additional Merchant Goods Fee</u>").</p> <p>(E) Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods and Additional Merchant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to Merchant the Additional Consultant Goods Fee and Additional Merchant Goods Fee, at all times and for all purposes the Additional Consultant Goods and Additional Merchant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods, Additional Merchant Goods or their proceeds. The Additional Consultant Goods and Additional Merchant Goods shall at all times remain subject to the exclusive control of Consultant.</p> <p>(F) Subject to section 7(C) of the Consulting Agreement, Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and Additional Merchant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Subject to section 7(C), Consultant shall be responsible for payment of any deductible (but only in relation to the Additional Consultant Goods and Additional Merchant Goods) under any such insurance in the event of any casualty affecting the Additional Consultant Goods or Additional Merchant Goods.</p> <p>(G) Merchant acknowledges that the Additional Consultant Goods and Additional Merchant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "<u>UCC</u>"). Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods, (ii) Additional Merchant Goods, (iii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and (iv) the Additional Merchant Goods proceeds less the Additional Merchant Goods Fee and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.</p> <p>(H) Merchant and Consultant agree that no Additional Consultant Goods shall be included in the Sale in the Canadian Stores.</p>
FF&E	<p>(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Stores and Distribution Centers which are not to be sold (because Merchant does not have the right to sell such items) (collectively, "<u>Retained FF&E</u>").</p> <p>(B) With respect to all FF&E located at the Stores and Distribution Centers as of the Sale Commencement Date which is not Retained FF&E (collectively the "<u>Offered FF&E</u>"), Consultant shall have the right to sell such Offered FF&E during the Sale Term on a commission</p>

TERM	CONSULTING AGREEMENT
	<p>basis equal to fifteen percent (15.00%) of the gross sales of Offered FF&E, net only of sales tax (“<u>FF&E Commission</u>”).</p> <p>(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget.</p> <p>(D) Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the Stores and Distribution Centers at the conclusion of the Sale Term without liability to Merchant or any third party.</p> <p>(E) To the extent the “Net FF&E Proceeds,” which is defined as (i) the aggregate gross receipts from the sale of the Offered FF&E in the Stores, less (ii) the FF&E Commission for sales of Offered FF&E in the Stores, and less (iii) the FF&E Expenses for the Stores, are less than \$1,500,000.00 (the “<u>FF&E Store Minimum Guarantee</u>”), the Consultant shall pay the difference between the actual Net FF&E Proceeds and the FF&E Store Minimum Guarantee as part of the Final Reconciliation.</p>

16. As part of the Sale, for a period of twenty-one days (21) following the Petition Date, the Consultant will honor gift cards that were issued by the Debtors prior to the Sale Commencement Date in accordance with the Debtors’ customer gift card policies and procedures as they existed on the Petition Date. Under the Consulting Agreement, proceeds from Merchandise sold pursuant to gift cards, gift certificates or merchandise credit are treated as gross proceeds for purposes of calculating Consultant’s fee under the Consulting Agreement.

17. Through this Motion, the Debtors request the authority to continue to honor returns and exchanges of merchandise sold prior to the Sale Commencement Date until March 1, 2019, provided that such return is otherwise in compliance with the Debtors’ return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price offered by the Consultant. Any Merchandise sold after the Sale Commencement Date will not be subject to return or exchange, but rather will be sold on an “as is” and final basis.

18. Upon entry of the Interim Order, the Debtors would cease to honor coupons issued under certain promotional programs. The Debtors, in their business judgment, and with

the assistance of their advisors and the Consultant, determined that the stacking of these additional discounts on top of discounts implemented during the Sale would diminish the recoveries for all their stakeholders.

III. The Store Closing Procedures.

19. The Debtors seek approval of the Store Closing Procedures to sell the Store Closure Assets, in each case free and clear of liens, claims or encumbrances (with any such liens, claims and encumbrances automatically attaching to the proceeds of the Store Closing Sales in the same order of priority as existed in the applicable Store Closure Assets). The Debtors seek interim approval of the Store Closing Procedures in light of the significant operating losses continuing at the Stores, the Debtors' liquidity constraints, and the budget governing the Debtors' use of cash collateral set forth in the [*Debtors' Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Use of Cash Collateral, (II) Granting Prepetition Credit Parties Adequate Protection, (III) Modifying the Automatic Stay and (IV) Granting Related Relief*].

20. The Debtors have determined that, in the exercise of their business judgment and in consultation with their advisors, the Store Closing Procedures provide the best and most efficient means of selling the Store Closure Assets to maximize the value to their estates.

IV. Liquidation Sale Laws and Dispute Resolution Procedures.

21. Certain states in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, but not limited to, state, provincial and local laws, statutes, rules, regulations and ordinances (the "Liquidation Sale Laws"). Liquidation Sale Laws may establish licensing, permitting or bonding requirements, waiting periods, time limits and bulk sale restrictions and augmentation limitations that would otherwise apply to the Store Closings. As indicated above, prior to the Petition Date, the ability of the Debtors and the Consultant to

advertise the sale at the Stores as “going out of business” sales was limited in some jurisdictions based on permitting requirements or by the terms of the Debtors’ leases. Such requirements hamper the Debtors’ ability to maximize value in selling their inventory. Subject to the issuance of the Proposed Interim Order and Proposed Final Order, the Debtors intend to conduct the Store Closings in accordance with the Store Closing Procedures without complying with the Liquidation Sale Laws.

22. Similarly, the Debtors respectfully request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value for creditors through the Store Closings. In certain instances, the contemplated Store Closings may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including, without limitation, reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, “go dark” provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors’ ability to maximize value in selling their inventory.

23. The Debtors also request that no entity, including, without limitation, utilities, landlords, creditors and all persons acting for or on their behalf shall interfere with or otherwise impede the conduct of the Store Closings, or institute any action against the Debtors in any court (other than in this Court) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closings, the advertising and promotion (including through the posting of signs) of the Store Closings.

24. For the purpose of orderly resolution of any disputes between the Debtors and any “Governmental Units” (as defined in Bankruptcy Code section 101(27)) arising due to the Store Closing Procedures and the alleged applicability of any Liquidation Sale Laws, the Debtors respectfully request that the Court authorize the Debtors to implement the following dispute

resolution procedures (the “Dispute Resolution Procedures”), as set forth in the Proposed Interim Order and Proposed Final Order.

- (a) Provided that the Store Closings are conducted in accordance with the terms of the Proposed Interim Order and the Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of the Proposed Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any Liquidation Sale Laws.
- (b) Within three (3) business days after entry of the Proposed Interim Order, the Debtors will serve copies of the Proposed Interim Order, the Consulting Agreement, and the Store Closing Procedures via email, facsimile, or regular mail, on the following: (i) the Attorney General’s office for each state where the Store Closings are being held; (ii) the county consumer protection agency or similar agency for each county where the Store Closings will be held; (iii) the division of consumer protection for each state where the Store Closings will be held; (iv) the chief legal counsel for the local jurisdiction; and (v) the landlords for the Stores.
- (c) To the extent there is a dispute arising from or relating to the Store Closings, the Proposed Interim Order, or the Proposed Final Order, as applicable, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), this Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of the Proposed Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice explaining the nature of the dispute to: proposed counsel to the Debtors (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Meredith A. Lahaie, Kevin Zuzolo and Julie Thompson), and (ii) Armstrong Teasdale LLP, 7700 Forsyth Boulevard, Suite 1800, St. Louis, MO 63105 (Attn: Richard W. Engel, Jr., Erin M. Edelman and John G. Willard) so as to ensure delivery thereof within one business day thereafter. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).
- (d) In the event a Dispute Resolution Motion is filed, nothing in the Proposed Interim Order shall preclude the Debtors, a landlord, or other interested party from asserting (i) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (ii) that neither the terms of the Proposed Interim Order or the Proposed Final Order nor the conduct of the Debtors pursuant to the Proposed Interim Order or Proposed Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of any Proposed Interim Order or Proposed Final Order or to

limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Store Closings pursuant to the Proposed Interim Order or Proposed Final Order, absent further order of this Court. Upon the entry of the Proposed Interim Order or Proposed Final Order, as applicable, the Court grants authority for the Debtors and the Consultant to conduct the Store Closings pursuant to the terms of the Proposed Interim Order or Proposed Final Order, as applicable, the Consulting Agreement, and/or the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Proposed Interim Order or Proposed Final Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

V. Liquidation Sale Laws and Dispute Resolution Procedures.

25. Many states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the "Fast Pay Laws") and together with the Liquidation Sale Laws, the "Applicable State Laws"). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated.

26. The nature of the Store Closings contemplated by this Motion will result in a substantial number of employees being terminated during the Store Closings. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures. However, the Debtors' payroll systems will simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Under ordinary circumstances, the Debtors' payroll department is able to coordinate delivery of final checks to coincide with an employee's final day of work where required by state law. This process requires the Debtors' payroll department to calculate individual termination payments, prepare each termination payment check, obtain authorization for each such check and then prepare each such check for mailing. Given the number of employees who will likely be terminated during the Store Closings, this process could easily take

several days, making compliance with the Fast Pay Laws burdensome to the Debtors' estates, if not impossible. The Debtors request that the Court allow the Debtors to be exempt from the Fast Pay Laws to the extent such non-compliance is the result of the Debtors' systems.

VI. Store Closing Incentive Plan.

27. Through this Motion, the Debtors are requesting the authority, but not the obligation, to pay Store Closing Incentives (the "Store Closing Incentive Plan") to store-level non-insider employees, who remain in the employ of the Debtors during the Sales. The Debtors believe that the Store Closing Incentive Plan will motivate employees during the Sales and will enable the Debtors to retain those employees necessary to complete the Sales successfully.

28. The amount of the incentives offered under the Store Closing Incentive Plan will vary depending upon a number of factors, including the employee's position with the Debtors and the performance of the closing Store in which the relevant employees work. The Debtors will set the amounts and metrics of the Store Closing Incentive Plan and eligible employees in consultation with MA and the Consultant, who typically utilize such programs to retain employees and incentivize them to achieve higher recoveries during store closing sales. Incentive plans for store-level employees are typically structured to retain and to incentivize employees to achieve higher recoveries during store closing sales. Based on the number of closing stores, it is anticipated that the Store Closing Incentives paid will not exceed \$8.6 million in the aggregate for all eligible employees

29. Providing such non-insider incentive is critical to ensuring that key employees that will be affected by the reduction in the Debtors' workforce due to the Store Closings will continue to provide critical services to the Debtors during the ongoing Store Closing process. For the avoidance of doubt, the Debtors do not propose to make any payment on account of Store Closing Incentives to any insiders.

30. The sales of the Store Closure Assets through the Store Closing Sales shall be free and clear of all liens, claims and encumbrances, with all presently existing liens on such Store Closure Assets automatically attaching to the proceeds of the Store Closing Sales (the “Proceeds”) in the same order of priority as applied to the applicable Store Closure Assets. All such Proceeds shall be deposited by the applicable Debtors in their existing depository accounts and through the applicable Debtors’ cash management system, and made available to the Debtors as and to the extent set forth in the Cash Collateral Orders.

RELIEF REQUESTED

31. By this motion, and pursuant to Bankruptcy Code sections 105, 363, 365 and 554, and Bankruptcy Rules 2002, 6003, and 6004, the Debtors seek entry of the Proposed Interim Order and Proposed Final Order: (i) authorizing the Debtors to assume the Consulting Agreement; (ii) authorizing and approving Store Closings or Sales in accordance with the terms of the Store Closing Procedures, with such sales to be free and clear of all liens, claims, and encumbrances; and (iii) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 21 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

BASIS FOR RELIEF

I. The Court Should Authorize the Assumption of the Consulting Agreement.

32. Bankruptcy Code section 365(a) provides, in pertinent part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or [unexpired] lease of the debtor.” 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor’s decision to assume or reject an executory contract or unexpired lease is whether the debtor’s reasonable business judgment supports assumption or rejection. *See, e.g., In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009) (“The business judgment

standard is employed by courts in determining whether to permit a debtor to assume or reject a contract.”). Any more exacting scrutiny would slow the administration of the debtor’s estate and increase costs, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to impartially control a case. *See Richmond Leasing Co. v. Capital Bank*, 762 F.2d 1303, 1311 (5th Cir. 1985).

33. The assumption of the Consulting Agreement represents a reasonable exercise of the Debtors’ business judgment. In consultation with their advisors, the Debtors determined that the Stores are a burden to these estates, and the Store Closure Assets should be liquidated for the benefit of the Debtors’ estates and their creditors. Each closing Store is either underperforming or unprofitable, and thereby constitutes a drain on liquidity. Further, after arm’s-length negotiations, the Consulting Agreement contains the most favorable terms available under the circumstances.

34. The Consultant has extensive expertise in conducting liquidation sales and can oversee, and assist in the management and implementation of, the Store Closings in an efficient and cost-effective manner. The Consultant has recently been engaged in large-scale liquidations such as Toys R Us, Gymboree, hhgregg, Sports Authority, Golfsmith, RadioShack, MC Sports, and Family Christian Stores, among others. Assumption of the Consulting Agreement will enable the Debtors to utilize the skills and resources of the Consultant to efficiently conduct the Store Closures for the benefit of all stakeholders. If the Consulting Agreement is not assumed on an interim basis, there could be substantial harm to all stakeholders. For example, the recovery assumptions for the Store Closings are predicated on the ability to utilize the “going out of business” message—any delay in the ability to do so could have a significant impact on the ultimate recoveries achieved. In addition, the estates would lose the benefit of the momentum gained by the Consultant in preparing the Stores for the Store Closings—the Consultant and MA

expended significant effort prior to the commencement of these cases to prepare for a smooth and successful launch of the Store Closing Sales. Allowing the Sales to proceed in accordance with the Store Closing Procedures will allow the Debtors to quickly monetize the Store Closure Assets in a uniform and orderly process with the assistance of an experienced Consultant.

35. Pursuant to this Motion, the Debtors seek, on an interim basis, an order that confirms that the Consulting Agreement is operative and effective. On a final basis, the Debtors seek authority to assume the Consulting Agreement. For the reasons stated above, the Debtors submit that they have exercised their reasonable business judgment in seeking to assume the Consulting Agreement and thereby engaging and enabling the agent to proceed with the Sales at the Stores.

II. The Court Should Approve the Store Closing Procedures.

36. The Court may authorize the Debtors to consummate the Store Closings pursuant to Bankruptcy Code sections 105(a) and 363(b). Bankruptcy Code section 363(b)(1) provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. §363(b)(1). Further, section 105(a) provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

37. Pursuant to Bankruptcy Code section 363(b), for the purpose of conducting the Store Closings, the Debtors need only show a legitimate business justification for the proposed action. *See, e.g., In re Channel One Commc’ns, Inc.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990) (“A debtor in possession may sell substantially all of its assets under 11 U.S.C. Section 363(b)(1) so long as the court can ‘expressly find from the evidence presented before [it] at the hearing a good business reason to grant such an application.’”) (quoting *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983)); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*,

722 F.2d 1063, 1070 (2d Cir. 1983); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.”). When a valid business justification exists, the law vests the debtor’s decision to use property out of the ordinary course of business with a strong presumption “that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *In re GSC, Inc.*, 453 B.R. 132, 174 (Bankr. S.D.N.Y. 2011) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Accordingly, parties challenging a debtor’s decision must make a showing of “bad faith, self-interest or gross negligence.” *In re Integrated Res. Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (citations omitted).

38. In addition, the Court may authorize the Store Closings under Bankruptcy Code section 105(a). Bankruptcy Code section 105(a) codifies the Court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under Bankruptcy Code section 105(a), courts may authorize actions that are essential to the continued operation of a debtor’s business. *See In re Payless Cashways, Inc.*, 268 B.R. 543, 546 (Bankr. W.D. Mo. 2001) (discussing “doctrine of necessity” with respect to payment of critical vendors); *In re C.A.F. Bindery, Inc.*, 199 B.R. 828, 835 (Bankr. S.D.N.Y. 1996) (holding “doctrine of necessity” may be invoked where the debtor shows payment of prepetition claims is “critical to the debtor’s reorganization”); *see also In re Fin. New Network Inc.*, 134 B.R. 732, 735-36 (Bankr. S.D.N.Y. 1991) (same).

39. The relief requested by this Motion represents a sound exercise of the Debtors’ business judgment, is necessary to avoid immediate and irreparable harm to the Debtors’ estates,

and is justified under Bankruptcy Code sections 105(a) and 363(b). The Debtors and their advisors believe that the Store Closing Procedures represent the most efficient and appropriate means of maximizing the value of the Store Closure Assets, while balancing the potentially competing concerns of landlords and other parties in interest. Without the Store Closing Procedures, the Debtors are unlikely to be able to liquidate such assets as effectively and efficiently, which will impede their ongoing restructuring efforts, to the detriment of all interested parties.

40. The relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under Bankruptcy Code sections 363(b) and 105(a). The Debtors and their advisors believe that the Store Closing Procedures represent the most efficient and appropriate means of maximizing the value of the Store Closure Assets, while balancing the potentially competing concerns of landlords and other parties in interest.

41. Courts in this district and courts in other jurisdictions have authorized debtors to enter into agency agreements and have approved store closing procedures in chapter 11 cases on an interim basis. Importantly, a number of courts have granted retail debtors first day authority to implement such procedures. *See, e.g., In re Total Hockey, Inc.*, No. 16-44815-705 (Bankr. E.D. Mo. Aug. 19, 2016) [Docket No. 293] (approving agency agreement as backup liquidation bid); *In re Bakers Footwear Grp., Inc.*, No. 12-49658-705 (Bankr. E.D. Mo. Jan. 14, 2013) [Docket No. 558] (authorizing debtors to enter into agency agreement and conduct store closings); *see also In re Gander Mountain Co.*, No. 17-30673 (MER) (Bankr. D. Minn. Apr. 14, 2017) [Docket No. 444] (granting first-day relief); *In re BCBG Max Azria Glob. Holdings, LLC*, No. 17-10466 (Bankr. S.D.N.Y. Mar. 2, 2017) [Docket No. 68] (same); and *In re Aéropostale, Inc.*, No. 16-11275 (Bankr. S.D.N.Y. May 6, 2016) [Docket No. 100] (same). The Store Closing

Procedures approved in the foregoing cases are substantially similar to the Store Closing Procedures proposed pursuant to this Motion.

III. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests under Bankruptcy Code Section 363(f)

42. The Debtors request approval to sell the Store Closure Assets on a final “as is” basis, free and clear of any and all liens, claims, and encumbrances in accordance with Bankruptcy Code section 363(f). Under Bankruptcy Code sections 363(b) and 363(f), a debtor in possession may sell property “free and clear of any interest in such property of an entity other than the estate” if any one of the following conditions is satisfied: (a) applicable nonbankruptcy law permits the sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that since section 363(f) is written in the disjunctive, the court may approve a sale free and clear if any one subsection is met).

43. The Debtors anticipate that, to the extent there are liens on the Store Closure Assets, all holders of such liens will consent to the sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Any and all liens on the Store Closure Assets sold under the Store Closings would attach to the remaining net proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party in interest with respect thereto.

44. Moreover, all identified lienholders will receive notice and will be given sufficient opportunity to object to the relief requested on a final basis. Any such entity that does not object to the sale of the Store Closure Assets should be deemed to have consented. *See In re GSC, Inc.*, 453 B.R. 132, 183 (Bankr. S.D.N.Y. 2011) (“Consent pursuant to section 363(f)(2) may be satisfied where an entity has not objected to a sale.”); *In re Enron Corp.*, No. 01-16034, 2003 WL 21755006, at *2 (Bankr. S.D.N.Y. July 28, 2003) (order deeming all parties who did not object to proposed sale to have consented under section 363(f)(2)); *see also Futuresource LLC v. Reuters Ltd.*, 312 F.3d 281, 285-86 (7th Cir. 2002) (“It is true that the Bankruptcy Code limits the conditions under which an interest can be extinguished by a bankruptcy sale, but one of those conditions is the consent of the interest holder, and lack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt’s assets had to execute a formal consent before they could be sold.” (internal citations omitted)); *Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (finding failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)); *Citicorp Homeowners Serv., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same).

45. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of Bankruptcy Code section 363(f) and should therefore be free and clear of any liens, claims, encumbrances, and other interests.

IV. The Court Should Waive Compliance With Laws Regarding Liquidation Sales

46. Critical to the success of the Store Closings is the Debtors’ ability to conduct the Store Closings in accordance with the Store Closing Procedures and without complying with Liquidation Sale Laws. Although the Debtors intend to comply with state and local health and

safety laws and consumer protection laws in conducting the Store Closings, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits and other procedures for store closing, liquidation, or similar sales.

47. To eliminate the time, delay, and expense associated with the administrative procedures necessary to comply with the Liquidation Sale Laws, the Debtors propose the Store Closing Procedures as a way to streamline the administrative burdens on their estates while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings. As such, the Debtors believe the Store Closing Procedures mitigate any concerns that their landlords or governmental agencies may raise with respect to the Store Closings, and therefore, the below requested relief seeking the waiver of certain state and local laws and lease provisions is appropriate.

48. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws. *First*, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ark. Code Ann. § 4-74-103 (exempting from the provisions of the chapter sales pursuant to any court order); Fla. Stat. Ann. 559.25(2) (same); Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (same); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); and Or. Rev. Stat. Ann. § 646A.100(2)(b) (“Going out of business sale’ does not include a sale conducted by a bankruptcy trustee.”); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order). *Second*, pursuant to Bankruptcy Code section 105(a), the Court has the authority to permit the Store Closings to proceed notwithstanding contrary Liquidation Sale Laws as it is essential to the continued operation of the Debtors’ business.

Third, this Court will be able to supervise the Store Closings because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of this Court because the Debtors are only seeking interim relief, and parties in interest will be able to raise any further issues at the final hearing.

49. Further, bankruptcy courts have consistently recognized that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Group, Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) ("Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code."), *aff'd*, 112 F.3d 633 (3d Cir. 1997). Courts have found that preemption of state law is not appropriate if the laws deal with public health and safety. *See Baker & Drake, Inc., v. Public Serv. Comm'n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353-54 (9th Cir. 1994) (holding that Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure). Preemption is appropriate, however, where the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d at 1353 (finding that "federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety").

50. Under the circumstances of these chapter 11 cases, enforcing the strict requirements of the Liquidation Sale Laws would undermine the fundamental purpose of Bankruptcy Code section 363(b) by placing constraints on the Debtors' ability to maximize estate assets for the benefit of creditors. Accordingly, authorizing the Store Closings without the delays

and burdens associated with obtaining various state and local licenses, observing state and local waiting periods or time limits, and/or satisfying any additional requirements with respect to advertising and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local requirements, but only those that apply specifically to retail liquidation sales. Indeed, the requested waiver is narrowly tailored to facilitate the successful consummation of Store Closings. Moreover, the Debtors will comply with applicable state and local public health and safety laws, and applicable tax, labor, employment, environmental and consumer protection laws, including consumer laws regulating deceptive practices and false advertising.

51. Based on the foregoing, courts in this district and courts in other jurisdiction have granted similar relief in other bankruptcy cases under similar circumstances. *See, e.g., In re Bakers Footwear Grp., Inc.*, No. 12-49658-705 (Bankr. E.D. Mo. Jan. 14, 2013) [Docket No. 558] (“Compliance with . . . [Liquidation Sale Laws] . . . constitute an impermissible restraint on the Debtor’s ability to maximize the value of the Assets under section 363 of the Bankruptcy Code and are unnecessary based upon the protections provided by the Motion and the jurisdiction of this Court.”); *see also In re Gander Mountain Co.*, No. 17-30673 (MER) (Bankr. D. Minn. Apr. 14, 2017) [Docket No. 444] (authorizing store closing sales while presuming compliance with laws affecting store closing or liquidation sales); *In re BCBG Max Azria Glob. Holdings, LLC*, No. 17-10466 (Bankr. S.D.N.Y. Mar. 2, 2017) [Docket No. 68] (same); *In re Aéropostale, Inc.*, No. 16-11275 (Bankr. S.D.N.Y. May 6, 2016) [Docket No. 100] (same); and *In re The Great Atl. & Pac. Tea Co., Inc.*, No. 15-23007 (RDD) (Bankr. S.D.N.Y. Aug. 13, 2015) [Docket No. 546] (same).

52. Thus, the Court should authorize the Debtors to conduct the Sale in accordance with the Store Closing Procedures and without complying with Liquidation Sale Laws.

V. The Court Should Waive Compliance with Any Restriction in the Leases

53. Certain of the Debtors' leases may contain provisions purporting to restrict or prohibit the Debtors from conducting a store closing, liquidation, or similar sale. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under Bankruptcy Code section 363. *See In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where debtor sought to conduct a liquidation sale); *see also Ames Dep't Stores*, 136 B.R. 357 at 359 (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring debtor to maximize estate assets"); *In re R. H. Macy and Co., Inc.*, 170 B.R. 69, 73-74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store.); and *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467-68 (Bankr. N.D. Ga. 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced).

54. Store closing sales are a routine part of chapter 11 cases involving retail debtors. Such sales are consistently approved by courts, despite provisions in recorded documents or agreements purporting to forbid such sales. Indeed, courts in this jurisdiction and others have repeatedly deemed such restrictive contractual provisions unenforceable as impermissible restraints on a debtor's ability to maximize the value of its assets under Bankruptcy Code section 363. *See, e.g., In re Bakers Footwear Grp., Inc.*, No. 12-49658-705 (Bankr. E.D. Mo. Jan. 14, 2013) [Docket No. 558] (authorizing store closing sales without requiring compliance with lease

provisions affecting store closing or liquidation sales laws); *see also In re Gander Mountain Co.*, No. 17-30673 (MER) (Bankr. D. Minn. Apr. 14, 2017) [Docket No. 444] (authorizing store closing sales without requiring compliance with lease provisions affecting store closing or liquidation sales laws); *In re BCBG Max Azria Glob. Holdings, LLC*, No. 17-10466 (Bankr. S.D.N.Y. Mar. 2, 2017) [Docket No. 68] (same); *In re Aéropostale, Inc.*, No. 16-11275 (Bankr. S.D.N.Y. May 6, 2016) [Docket No. 100] (same); and *In re The Great Atl. & Pac. Tea Co., Inc.*, No. 15-23007 (RDD) (Bankr. S.D.N.Y. Aug. 13, 2015) [Docket No. 546] (same).

55. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Store Closings, the Debtors request that the Court authorize the Debtors and or the Consultant to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

VI. The Court Should Approve the Abandonment of Certain Property in Connection with Any Liquidation Sales

56. After notice and a hearing, a debtor “may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. §554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating that a trustee “may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim”).

57. The Debtors are seeking to sell all FF&E that remain in the Stores upon the completion of the Store Closings. However, the Debtors may determine that the costs associated with holding or selling certain property or FF&E exceeds the proceeds that will be realized upon its sale, or that such property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and may be burdensome to retain.

58. Notwithstanding the foregoing, the Debtors will utilize all commercially reasonable efforts to remove or cause to be removed any confidential or personal identifying

information (which means information which alone or in conjunction with other information identifies an individual, including, but not limited to, an individual's name, social security number, date of birth, government-issued identification number, account number and credit or debit card number) in any of the Debtors' hardware, software, computers, or cash registers or similar equipment that are to be sold or abandoned.

59. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors respectfully request authority to abandon any of their remaining FF&E or other property located at any of the Stores without incurring liability to any person or entity. The Debtors further request that the landlord of each Store with any abandoned FF&E or other property be authorized to dispose of such property without liability to any third parties.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

60. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As set forth throughout this Motion, failure to grant the relief requested herein would be detrimental to the Debtors, their estates and all stakeholders. For this reason and those set forth above, the Debtors submit that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and ample cause exists to justify a waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

61. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' or any other party-in-interest's rights to dispute any claim, or an approval or assumption of any agreement, contract or lease under Bankruptcy Code section 365. The Debtors expressly reserve their right to contest

any claim related to the relief sought herein. Likewise, if the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

NOTICE

62. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Eastern District of Missouri; (b) the holders of the 50 largest claims against the Debtors (on a consolidated basis); (c) counsel to the Prepetition ABL Administrative Agent, (i) Choate Hall & Stewart LLP (Attn: Kevin Simard, Doug Gooding and Jonathan Marshall) and (ii) Thompson Coburn LLP (Attn: Mark Bossi); (d) counsel to the FILO Agent, Greenberg Traurig, LLP (Attn: Jeffrey Wolf), (e) counsel to certain Prepetition Term Loan Lenders (i) Kramer Levin Naftalis & Frankel LLP (Attn: Stephen D. Zide), (ii) Doster, Ullom & Boyle, LLC (Attn: Gregory D. Willard), (iii) Stroock & Stroock & Lavan LLP (Attn: Kristopher M. Hansen and Daniel A. Fliman) and (iv) Lewis Rice LLC (Attn: Sonette T. Magnus); (f) the proposed Monitor, FTI Consulting Canada, Inc. (Attn: Paul Bishop, Greg Watson and Jim Robinson); (g) counsel to the proposed Monitor, Bennett Jones LLP (Attn: Sean Zweig, Kevin Zych and Aiden Nelms); (h) counsel to any statutory committee appointed in the chapter 11 cases; (i) the United States Attorney's Office for the Eastern District of Missouri; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in which the Store Closure Assets are located; (m) all parties who are known by the Debtors to assert liens against the Store Closure Assets; (n) municipalities in which the Store Closure Assets are located; (o) all of the Debtors' landlords at the locations of the Stores; (p) all applicable state and consumer protection agencies; and (q) any party that has requested notice pursuant to

Bankruptcy Rule 2002 (collectively, the “Notice Parties”). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

63. WHEREFORE, the Debtors respectfully request entry of the Proposed Interim Order and Proposed Final Order (i) granting the relief requested herein and (ii) granting such other relief as is just and proper.

[Remainder of page intentionally left blank]

Dated: February 19, 2019
St. Louis, Missouri

/s/ Richard W. Engel, Jr.

Richard W. Engel, Jr. MO 34641

Erin M. Edelman MO 67374

John G. Willard MO 67049

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*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT A

Consulting Agreement

**GREAT AMERICAN GROUP, LLC
TIGER CAPITAL GROUP, LLC**

February 12, 2019

To: Payless Holdings, LLC (“Merchant”)
Payless ShoeSource Canada LP (“Canadian Merchant”)
3231 SE 6th Avenue
Topeka, KS 66607
Attn: Adrain Frankum

From: Great American Group, LLC

Tiger Capital Group, LLC

Attn: Scott K. Carpenter

Re: Store Closing Program – Consulting Agreement

Ladies and Gentlemen:

This letter shall serve as the agreement (the “Agreement”) of a contractual joint venture comprised of Great American Group, LLC and Tiger Capital Group, LLC (together, “Consultant”) and Merchant pursuant to which Consultant shall serve as the consultant to Merchant to conduct a “going out of business,” “store closing,” “everything must go,” “sale on everything,” or other mutually agreed upon themed sale (the “Sale”) at Merchant’s retail stores identified on Exhibit A attached hereto (each a “Store” and collectively the “Stores”) and at Merchant’s distribution centers identified on Exhibit B (each a “Distribution Center” and collectively, the “Distribution Centers”), subject to the terms and conditions set forth herein and Merchant’s right to remove any Store from Exhibit A or Distribution Center from Exhibit B at any time. With respect to the Stores in Canada, (i) each entity comprising Consultant may assign this Agreement to its respective Canadian affiliate for purposes of conducting the Sale in Canada and (ii) references to Merchant throughout this Agreement shall include Canadian Merchant (as appropriate).

On or about February 18, 2019, the Merchant intends to file for protection under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 by commencing a chapter 11 case (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”). Payless ShoeSource Canada GP Inc. as general partner of the Canadian Merchant, a corporation formed by the laws of Canada intends to seek protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (“Canadian Court”). Pending approval of the Sale by the Bankruptcy Court, the Sale shall only be conducted using a “sale on everything,” or other mutually agreed upon theme at the Stores within the jurisdiction of those courts, provided however, the Sale shall on be commenced in the Canadian Stores following approval of the sale by the Canadian Court.

1. **RETENTION**

(A) Merchant hereby retains Consultant as its independent consultant to conduct the Sale at the Stores during the Sale Term, and in connection therewith, Consultant shall, throughout the Sale Term:

- (i) Recommend appropriate discounting to effectively sell all of Merchant's goods located at or to be delivered to the Stores and Distribution Centers in accordance with a "going out of business," "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale, and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith.
- (ii) Provide qualified supervision to oversee the conduct of the Sale, which supervisors, once identified to Merchant, shall not be removed from the Sale event unless Merchant otherwise agrees or requests removal.
- (iii) Maintain focused and constant communication with Store and Distribution Center-level employees and managers to keep them abreast of strategy and timing and to properly effect Store and Distribution Center level communication by Merchant's employees to customers and others about the Sale.
- (iv) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant's goods located at the Stores and Distribution Centers by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant's advisors monitoring the Sale.
- (v) Meet with the Merchant and its advisors, on at least a weekly basis, to review sales, sales reporting and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale.
- (vi) Recommend loss prevention strategies.
- (vii) Coordinate with Merchant so that the operation of the Stores and Distribution Centers are being properly maintained including ongoing customer service and housekeeping activities.
- (viii) Recommend appropriate staffing levels for the Stores and Distribution Centers and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store and Distribution Center (including group leaders/district managers retained for the Sale).
- (ix) Subject to the approval of the Bankruptcy Court and Canadian Court, as applicable, assist Merchant to commence the Sale as a "going out of business," "store closing," "sale on everything," "everything must go," or such other themed sale approved by Merchant.

- (x) Assist Merchant in the scheduling and allocation of inventory delivery to the Stores from the Distribution Centers and to and between the Distribution Centers with the goal of minimizing operating expenses for the Sale.

2. **SALE TERM; VACATING STORES**

(A) The term “Sale Term” with respect to each Store and Distribution Center shall commence on February 17, 2019 (the “Sale Commencement Date”) and shall end with respect to each respective Store and Distribution Center no later than May 31, 2019 (the “Sale Termination Date”); provided, however, that Merchant may decide on an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores or Distribution Centers (on a Store-by-Store, Distribution Center by Distribution Center basis). For greater certainty, the Sale Commencement Date for any Canadian Stores shall be no earlier than the date on which the Approval Order is granted by the Canadian Court and the Sale Termination Date shall be no later than April 30, 2019.

(B) Upon the conclusion of the Sale Term at each Store and Distribution Center, Consultant shall leave such Store and Distribution Center in broom clean condition, subject to Consultant’s right pursuant to Section 6 below to abandon in a neat and orderly manner all unsold Offered FF&E and all Retained FF&E.

3. **EXPENSES**

(A) All expenses incident to the conduct of the Sale and the operation of the Stores and Distribution Centers during the Sale Term (including without limitation all Consultant Controlled Expenses and all other Store and Distribution Center-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount (as provided in Section 3(B) below) for such Consultant Controlled Expenses.

(B) Attached hereto as Exhibit C is an expense budget for the “Consultant Controlled Expenses.” Upon execution of this Agreement, prior to the filing of either the Chapter 11 Case or the CCAA, Merchant shall advance Consultant the sum of (i) USD\$2,830,000 (for United States Stores) and (ii) CAN\$440,000 (for Canadian Stores) for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of this Agreement by the Bankruptcy Court and approval of this Agreement by the Canadian Court (the “Advance”). Upon approval of the assumption of this Agreement by the Bankruptcy Court and approval of this Agreement by the Canadian Court, as applicable, after taking the Advance into account, Consultant will advance funds for the Consultant Controlled Expenses, and Merchant shall reimburse Consultant therefor (up to the aggregate budgeted amount) in connection with each weekly reconciliation contemplated by Section 5(B) upon presentation of reasonable documentation for such actually-incurred expenses. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided, if requested. The parties may

from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale and the removal of any Stores or Distribution Centers from the Sale.

4. **CONSULTANT COMPENSATION**

(A) As used herein, the following terms shall have the following meanings:

- (i) “Cost” shall mean with respect to each item of Merchandise, “Cost” as reflected in the File for such item.
- (ii) “File” shall mean collectively, the files in Exhibit D and as loaded in the dataroom in folder 1.8 Inventory Files provided to Consultant by Merchant on or prior to the Sale Commencement Date.
- (iii) “Gross Proceeds” shall mean the sum of gross proceeds of all sales of Merchandise (including, as a result of the redemption of any gift card, gift certificate or merchandise credit as provided for in the Approval Order) during the Sale Term, net only of sales taxes.
- (iv) “Gross Cost Recovery” shall mean aggregate Gross Proceeds divided by the aggregate Cost of Merchandise sold during the Sale and expressed as a percentage.
- (v) “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date or delivered thereto after the Sale Commencement Date. “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores and Distribution Centers (collectively, “FF&E”); (3) damaged or defective merchandise that cannot be sold for its intended purpose in the ordinary course of business; (4) goods held by Merchant on memo, on consignment, or as bailee; (1)-(4), collectively without the FF&E, the “Non-Inventory”); or (5) gift cards (third party and Merchant branded).

(B) In consideration of its services hereunder, Merchant shall pay Consultant the following fee calculated on the Gross Proceeds from the first dollar recovered (collectively, the "Consulting Fee"):

Gross Cost Recovery	Consulting Fee
Less than 150.50%	0.75% of Gross Proceeds
150.51% to 157.50%	1.0% of Gross Proceeds
157.51% to 165.50%	1.25% of Gross Proceeds
165.51% to 168.50%	1.60% of Gross Proceeds
168.51% to 172.50%	1.75% of Gross Proceeds
172.51% and above	2.10% of Gross Proceeds

Notwithstanding the foregoing, if, according to the above table, the Consulting Fee increases as a result of the Gross Cost Recovery equaling or exceeding a threshold, and (x) the Gross Proceeds, net of such applicable increased Consulting Fee, are less than (y) the Gross Proceeds, net of the immediately preceding Consulting Fee according to the table, the Consulting Fee shall not be increased until such time as the Gross Proceeds calculation in (x) is equal to or greater than the Gross Proceeds calculation in (y). For the avoidance of doubt, it is the intention of the parties that Gross Proceeds to the Merchant net of the Consulting Fee not decrease to the extent Gross Proceeds increase above a Gross Cost Recovery threshold.

(C) Subject to the Bankruptcy Court and Canadian Court approval, as applicable, Consultant shall sell Non-Inventory during the Sale at the Stores and Distribution Centers, and in consideration of such services, Consultant shall earn a fee equal to the Consulting Fee percentage earned on sales of Merchandise as set forth above multiplied by the aggregate gross receipts, net only of sales taxes, from the sale of Non-Inventory at the Stores and Distribution Centers.

(D) Gross Rings. For purposes of calculating Gross Proceeds, Gross Cost Recovery and the Consulting Fee, the parties shall use the "Gross Rings" method, wherein Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes, and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant's books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(E) On a weekly basis in connection with each weekly reconciliation contemplated by Section 5(B) below, Merchant shall pay Consultant an amount equal to the sum of (1) three quarters of one percent (0.75%) of Gross Proceeds on account of the prior week's sales as an advance on account of the fees payable hereunder; and (2) any FF&E Commission earned during the prior week. The parties shall determine the definitive Consulting Fee in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant shall pay any additional amount owed on account of such fee.

5. **CONDUCT OF SALE; OTHER SALE MATTERS**

(A) Unless otherwise agreed to by Merchant and Consultant, Merchant shall have control over the personnel in the Stores and Distribution Centers and shall handle the cash, debit and charge card payments for all Merchandise in accordance with Merchant's normal cash management procedures, subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores and Distribution Centers (before, during, and after the Sale Term) shall be conducted in compliance with all applicable laws and regulations.

(B) The parties will meet on each Wednesday during the Sale Term to review any Sale matters reasonably requested by either party; and all amounts payable or reimbursable to Consultant for the prior week (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation"). From time to time upon request, each party shall prepare and deliver to the other party such other reports as either party may reasonably request. Each party to this Agreement shall, at all times during the Sale Term and during the one (1) year period thereafter, provide the other with access to all information, books and records reasonably relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(C) Merchant shall be solely responsible for computing, collecting, holding, reporting, and paying all sales taxes associated with the sale of Merchandise during the Sale Term, and Consultant shall have no responsibilities or liabilities therefor.

(D) Although Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the recovery to the Merchant, Merchant expressly acknowledges that Consultant is not guaranteeing the results of the Sale.

(E) Merchant acknowledges that (i) the parties are not conducting an inventory of Merchant's goods located at the Stores or Distribution Centers; (ii) Consultant has made no independent assessment of the beginning levels of such goods; and (iii) Consultant shall not bear any liability for shrink or other loss to Merchant's goods located at the Stores and Distribution Centers unless such shrink or loss is primarily attributed to the actions of Consultant. Merchant may, at its election, conduct an inventory at some or all of the Stores and Distribution Centers and Consultant agrees to cooperate with such inventory taking if and when done.

(F) All sales of Merchandise during the Sale shall be made in the name, and on behalf, of Merchant.

(G) All sales of Merchandise during the Sale Term shall be “final sales” and “as is,” and all advertisements and sales receipts will reflect the same.

(H) Consultant shall, during the Sale Term, cooperate with Merchant in respect of Merchant’s procedures governing returns of goods otherwise sold by Merchant (e.g., not in the Stores during the Sale Term).

(I) Subject to compliance with any applicable laws and, from and after any insolvency proceedings, any order of the Bankruptcy Court or Canadian Court, as applicable, Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a “going out of business,” “store closing” or other mutually agreed upon handle throughout the term of the Sale.

6. **FF&E**

(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Stores and Distribution Centers which are not to be sold (because Merchant does not have the right to sell such items) (collectively, “Retained FF&E”).

(B) With respect to all FF&E located at the Stores and Distribution Centers as of the Sale Commencement Date which is not Retained FF&E (collectively the “Offered FF&E”), Consultant shall have the right to sell such Offered FF&E during the Sale Term on a commission basis equal to fifteen percent (15.00%) of the gross sales of Offered FF&E, net only of sales tax (“FF&E Commission”).

(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget.

(D) Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the Stores and Distribution Centers at the conclusion of the Sale Term without liability to Merchant or any third party.

(E) To the extent the “Net FF&E Proceeds,” which is defined as (i) the aggregate gross receipts from the sale of the Offered FF&E in the Stores, less (ii) the FF&E Commission for sales of Offered FF&E in the Stores, and less (iii) the FF&E Expenses for the Stores, are less than \$1,500,000.00 (the “FF&E Store Minimum Guarantee”), the Consultant shall pay the difference between the actual Net FF&E Proceeds and the FF&E Store Minimum Guarantee as part of the Final Reconciliation.

7. **ADDITIONAL CONSULTANT GOODS**

(A) In connection with the Sale, and subject to compliance with the Approval Order, Consultant shall have the right, after review and consent by Merchant, at Consultant’s sole cost and expense, to supplement the Merchandise in the Sale (other than with respect to Additional Consultant Goods in the Canadian Stores as provided in section 7(H) below) with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“Additional Consultant Goods”), provided that, any

additional goods sourced by Merchant from its existing vendors, as agreed to by Consultant, shall be referred to as "Additional Merchant Goods"), provided further that, in no event shall the Additional Merchant Goods exceed more than \$30,000,000.00 at original cost.

(B) Subject to section 7(C) below, the Additional Consultant Goods and Additional Merchant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores at Consultant's sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods and Additional Merchant Goods shall be run through Merchant's cash register systems; provided, however, that Consultant and Merchant shall mark the Additional Consultant Goods and Additional Merchant Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods and Additional Merchant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant's written consent, and Consultant's agreement to reimburse Merchant for any associated expenses, Consultant shall not use Merchant's distribution centers for any Additional Consultant Goods.

(C) Consultant shall pay to Merchant an amount equal to six and one half of one percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during each then prior week (or at such other mutually agreed upon time).

(D) With respect to the Additional Merchant Goods, in connection with each weekly reconciliation, all proceeds from the sale of Additional Merchant Goods shall be allocated as follows: first, to repay the Consultant the actual amount paid by Consultant for the Additional Merchant Goods (the "Advance"), second, to reimburse Agent or Merchant, as the case may be, for the actual cost of labor, freight and insurance relative to shipping such Additional Merchant Goods to the Stores, and third, to Merchant and Consultant equally (the Merchant's portion of proceeds being referred to as the "Additional Merchant Goods Fee").

(E) Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods and Additional Merchant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to Merchant the Additional Consultant Goods Fee and Additional Merchant Goods Fee, at all times and for all purposes the Additional Consultant Goods and Additional Merchant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall

have any claim against any of the Additional Consultant Goods, Additional Merchant Goods or their proceeds. The Additional Consultant Goods and Additional Merchant Goods shall at all times remain subject to the exclusive control of Consultant.

(F) Subject to section 7(C), Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and Additional Merchant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Subject to section 7(C), Consultant shall be responsible for payment of any deductible (but only in relation to the Additional Consultant Goods and Additional Merchant Goods) under any such insurance in the event of any casualty affecting the Additional Consultant Goods or Additional Merchant Goods.

(G) Merchant acknowledges that the Additional Consultant Goods and Additional Merchant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "UCC"). Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods, (ii) Additional Merchant Goods, (iii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and (iv) the Additional Merchant Goods proceeds less the Additional Merchant Goods Fee and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.

(H) Merchant and Consultant agree that no Additional Consultant Goods shall be included in the Sale in the Canadian Stores.

8. **INSURANCE; RISK OF LOSS**

During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant's ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party's respective expense) comprehensive auto liability for owned and non-owned autos and general liability insurance covering injuries to persons and property in or in connection with the Stores and Distribution Centers, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its supervisors, and (c) each of Merchant and Consultant shall maintain statutory worker's compensation, statutory disability and Employer's Liability coverage of at least \$500,000 covering its own employees. Consultants shall produce evidence of such by the Sale Commencement Date.

Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, Distribution Centers or the Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores or Distribution Centers; and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.

Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for product liability relating to the products sold under this Agreement, before, during and after the Sale Term.

9. **INDEMNIFICATION**

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "Merchant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors);
- (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement;
- (iv) any consumer warranty or products liability claims relating to any Additional Consultant Goods; or
- (v) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, *provided that* Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

(B) Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;

- (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;
- (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or
- (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, *provided that* Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

10. **MISCELLANEOUS**

(A) Merchant will seek protection under Chapter 11 of the United States Bankruptcy Code and under the Canadian Merchant will seek protection under the CCAA. After the commencement of the Chapter 11 Case and the case under the CCAA, this Agreement, including engagement of Consultant and conduct of the Sale set forth herein, is subject to the approval of the Bankruptcy Court and Canadian Court, as applicable. Merchant and Canadian Merchant shall promptly seek to have this Agreement, and the transactions contemplated by this Agreement, approved and assumed by the Bankruptcy Court and approved by the Canadian Court pursuant to an order and terms acceptable to both Merchant, Canadian Merchant and Consultant (the "Approval Order"), which Approval Order shall be in form and substance reasonably acceptable to Consultant and shall provide, among other things, for commercially reasonable protections for the payment of Consultant's fees and expenses contemplated by this Agreement without further order of the Bankruptcy Court or the Canadian Court notwithstanding the liens or claims of the Merchant's secured lenders, including any debtor in possession financing lender. The Bankruptcy Court and Canadian Court, as applicable, shall have exclusive jurisdiction to resolve any issues arising under this Agreement.

(B) This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. This Agreement may not be modified except in a written instrument executed by each of the parties hereto. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. The failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Nothing contained in this Agreement shall be deemed to create any relationship between Merchant and Consultant other than that of Consultant as an

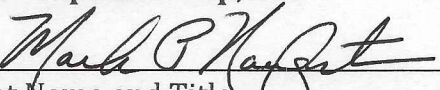
independent contractor of Merchant, and it is stipulated that the parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either party's consent is required/requested hereunder, such consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; *provided however*, that this Agreement may not be assigned by either party without the prior written consent of the other. Written notices contemplated by this Agreement shall be sent by email (i) if to Merchant at the address set forth above with a copy to Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attention: Meredith Lahaie, email: mlahaie@akingump.com, Cassels Brock & Blackwell LLP, Attention Ryan Jacobs and Jane Dietrich, email: rjacobs@casselsbrock.com and jdietrich@casselsbrock.com, and Malfitano Advisors, LLC, 747 Third Ave. 2nd Floor, New York, NY 10017, Attention: Joseph Malfitano, email: jm@malfitanopartners.com; and (ii) if to Consultant, Scott K. Carpenter, President, Retail Solutions, Great American Group, LLC, 21255 Burbank Blvd, Suite 400, Woodland Hills, CA 91367, email: scarpenter@greatamerican.com, with a copy to Mark P. Naughton, Senior General Counsel, Tiger Capital Group, LLC, 350 N. LaSalle Street, 11th Floor, Chicago, IL 60654, email: mnaughton@tigergroup.com.


Very truly yours,

**A contractual joint venture comprised
of Great American Group, LLC**


By: _____
Print Name and Title:

Tiger Capital Group, LLC

By: 
Print Name and Title:
Mark P. Naughton
Senior General Counsel of
Tiger Capital Group, LLC
Agreed and Accepted:
Payless Holdings, LLC

By: 
Print Name and Title:
Mario Zarazua
CFO

Agreed and Accepted:
Payless ShoeSource Canada GP Inc. by
and on behalf of Payless ShoeSource
Canada LP

By: 
Print Name and Title:
Mario Zarazua
CFO

Exhibits:

- A Stores
- B Distribution Centers
- C Budget of Consultant Controlled Expenses
- D. File

Very truly yours,

**A contractual joint venture comprised
of Great American Group, LLC**

By: Scott K. Carpenter

Print Name and Title:
SCOTT K. CARPENTER, President, Great American
Group LLC

Tiger Capital Group, LLC

By: Mark P. Naughton

Print Name and Title:
Mark P. Naughton
Senior General Counsel of
Tiger Capital Group, LLC

Agreed and Accepted:
Payless Holdings, LLC

By: _____
Print Name and Title:

Agreed and Accepted:
**Payless ShoeSource Canada GP Inc. by
and on behalf of Payless ShoeSource
Canada LP**

By: _____
Print Name and Title:

Exhibits:

- A Stores
- B Distribution Centers
- C Budget of Consultant Controlled Expenses
- D. File

Exhibit A

Stores

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Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
2	GRP A	THE SHOPS AT MIDTOWN	THE SHOPS AT MIDTOWN MIAMI	3401 N MIAMI AVE	MIAMI	FL	33127-3537	US	2,715
13	GRP A	PARIS TOWNE CENTER	PARIS TOWNE CENTER	3562 LAMAR AVE	PARIS	TX	75460-5026	US	5,000
15	GRP A	1202 NW SHERIDAN	1202 NW SHERIDAN		LAWTON	OK	73505-5210	US	2,700
16	GRP A	1001 E 8TH ST	1001 E 8TH ST		ODESSA	TX	79761-4633	US	3,856
25	GRP A	CENTERVILLE/CROSSROADS	CENTERVILLE/CROSSROADS CENTER	1202 W CENTERVILLE RD # A	GARLAND	TX	75041-5905	US	2,800
26	GRP A	SIERRA VISTA SC	SIERRA VISTA SC	3434 W ILLINOIS AVE	DALLAS	TX	75211-8722	US	3,000
27	GRP A	PLYMOUTH PARK SHOPPING CENTER	PLYMOUTH PARK SHOPPING CENTER	1735 N STORY RD	IRVING	TX	75061-1852	US	3,808
37	GRP A	8401 DYER ST	8401 DYER ST		EL PASO	TX	79904-2803	US	4,000
42	GRP A	3900 N PRINCE ST	3900 N PRINCE ST	SPACE D	CLOVIS	NM	88101-9702	US	3,000
48	GRP A	SMITH FARMS MARKETPLACE	SMITH FARMS MARKETPLACE	9002 NORTH 121ST EAST AVE SUITE	OWASSO	OK	74055-0000	US	4,000
58	GRP A	PINE TREE PLAZA	PINE TREE PLAZA	550 36TH AVE SW	ALTOONA	IA	50009-0000	US	3,200
62	GRP A	4023 S NOLAND RD	4023 S NOLAND RD		INDEPENDENCE	MO	64055-6531	US	2,436
64	GRP A	PUEBLO MALL	PUEBLO MALL	3545 DILLON DR	PUEBLO	CO	81008-1008	US	2,930
70	GRP A	WALMART CENTER	WALMART CENTER	3410 AVE I	SCOTTSDALE	NE	69361-0000	US	2,720
71	GRP A	HANES MALL	HANES MALL	3320 SILAS CREEK PARKWAY SUITE	WINSTON SALEM	NC	27103-0000	US	3,200
73	GRP A	205 E 2ND ST	205 E 2ND ST		CALEXICO	CA	92231-2753	US	3,818
77	GRP A	1514 S OLIVER ST	1514 S OLIVER ST		WICHITA	KS	67218-3228	US	4,000
79	GRP A	411 W AGENCY RD	411 W AGENCY RD	SUITE 6	WEST BURLINGTON	IA	52555-1702	US	2,800
80	GRP A	EDISON MALL	EDISON MALL	4125 CLEVELAND AVE	FORT MYERS	FL	33901-0000	US	2,445
85	GRP A	SUNSET MALL	SUNSET MALL	1700 MARKET LANE	NORFOLK	NE	68701-7328	US	3,672
89	GRP A	LAS TIENDAS PLAZA	LAS TIENDAS PLAZA	431 E MORRISON RD	BROWNSVILLE	TX	77826-0000	US	3,000
96	GRP A	WALDORF SHOPPERS WORLD	WALDORF SHOPPERS WORLD	3280 CRAIN HWY	WALDORF	MD	20603-0000	US	2,800
99	GRP A	805 MELBOURNE RD	805 MELBOURNE RD		HURST	TX	76053-4630	US	3,200
100	GRP A	900 N MIDKIFF RD	900 N MIDKIFF RD		MIDLAND	TX	79701-2111	US	4,000
102	GRP A	NORTHEAST PLAZA S/C	NORTHEAST PLAZA S/C	5908 WILSON RD # 10	KANSAS CITY	MO	64123-1941	US	3,200
107	GRP A	CLINTON SUPER WALMART CENTER	CLINTON SUPER WALMART CENTER	1917 WEST 1800 NORTH	CLINTON	UT	84015-8328	US	3,000
111	GRP A	5406 DOUGLAS AVE	5406 DOUGLAS AVE		DES MOINES	IA	50310-1840	US	4,000
118	GRP A	7301 E ADMIRAL PL	7301 E ADMIRAL PL		TULSA	OK	74115-7910	US	4,425
127	GRP A	BRECKENRIDGE FARM SHOPPING CENTER	BRECKENRIDGE FARM SHOPPING CENTER	1605 N BLUE LAKE BLVD	TWIN FALLS	ID	83301-3374	US	2,840
128	GRP A	425 N HOLMES AVE	425 N HOLMES AVE		IDAHO FALLS	ID	83401-2615	US	4,000
130	GRP A	828 N DAL PASO ST	828 N DAL PASO ST		HOBBS	NM	88240-5318	US	4,000
131	GRP A	DAKOTA SQUARE MALL	DAKOTA SQUARE MALL	2400 10TH ST SW	MINOT	ND	58701-6997	US	3,017
133	GRP A	QUINCY MALL	QUINCY MALL	3255 BROADWAY	QUINCY	IL	62301-3711	US	3,530
141	GRP A	PLAZA CAROLINA	PLAZA CAROLINA	65 INFANTRY	CAROLINA	PR	00982-0000	Puerto Rico	7,390
142	GRP A	601 S BELT HWY	601 S BELT HWY		SAINT JOSEPH	MO	64507-2108	US	4,000
143	GRP A	PIONEER SQUARE CENTER	PIONEER SQUARE CENTER	715 N PERKINS RD	STILLWATER	OK	74075-5419	US	3,200
145	GRP A	4824 S 4TH ST	4824 S 4TH ST		LEAVENWORTH	KS	66048-5035	US	3,096
154	GRP A	KIRKWOOD PLAZA	KIRKWOOD PLAZA	659 KIRKWOOD MALL	BISMARCK	ND	58504-5704	US	3,018
162	GRP A	ELK PLAZA SHPG CNTR	ELK PLAZA SHPG CNTR	1521 N HIGHWAY 81	DUNCAN	OK	73533-1407	US	3,200
165	GRP A	MARTIN PLAZA	MARTIN PLAZA	1370 MARTIN BLVD	BALTIMORE	MD	21220-0000	US	3,000
168	GRP A	VILLAGE SQUARE S/C	VILLAGE SQUARE S/C	2601 CENTRAL AVE	DODGE CITY	KS	67801-6272	US	3,300
171	GRP A	OAKLEAF TOWN CENTER	OAKLEAF TOWN CENTER	8180 MERCHANTS GATE DR	JACKSONVILLE	FL	32222-5821	US	2,800
184	GRP A	FLAGLER PARK PLAZA	FLAGLER PARK PLAZA	10720 FLAGLER ST 9	MIAMI	FL	33174-4406	US	2,250
186	GRP A	22701 HARPER AVE	22701 HARPER AVE		SAINT CLAIR SHORES	MI	48080-2943	US	3,096
189	GRP A	BIG CREEK CROSSING	BIG CREEK CROSSING	2918 VINE ST	HAYS	KS	67601-1929	US	3,000
204	GRP A	LAKE CITY MALL	LAKE CITY MALL	2469 SW US HIGHWAY 90 SUITE 118	LAKE CITY	FL	32055-8236	US	3,131
205	GRP A	5606 NORMANDY BLVD	5606 NORMANDY BLVD		JACKSONVILLE	FL	32205-6249	US	3,600
206	GRP A	1801 JAMES L REDMAN PKWY	1801 JAMES L REDMAN PKWY		PLANT CITY	FL	33566-6913	US	3,060
210	GRP A	4004 N ARMENIA AVE	4004 N ARMENIA AVE		TAMPA	FL	33607-1002	US	3,060
212	GRP A	SOUTHAVEN TOWN CENTER	SOUTHAVEN TOWN CENTER	6592 TOWNE CENTER LOOP	SOUTHAVEN	MS	38671-0000	US	3,000
215	GRP A	BASIC PLAZA	BASIC PLAZA	100 BASIC DRIVE	WEST MONROE	LA	71292-7900	US	3,575
216	GRP A	WINTER GARDEN VILLAGE	WINTER GARDEN VILLAGE	3311 DANIELS RD	WINTER GARDEN	FL	34787-0000	US	2,728
217	GRP A	2573 SOUTH FERDON BLVD	2573 SOUTH FERDON BLVD		CRESTVIEW	FL	32536-9425	US	3,060
220	GRP A	EASTLAKE TERRACE SC	EASTLAKE TERRACE SC	1450 EASTLAKE PARKWAY	CHULA VISTA	CA	91915-0000	US	2,880
221	GRP A	SILVER SPRINGS COMMONS	SILVER SPRINGS COMMONS	4920 E SILVER SPRINGS BLVD	OCALA	FL	34470-3284	US	2,975
223	GRP A	AMERICAN PLAZA S/C	AMERICAN PLAZA S/C	1524 W IRLO BRONSON MEMORIAL	KISSIMMEE	FL	34741-4002	US	3,150
226	GRP A	LONGVIEW MALL	LONGVIEW MALL	3500 MCCANN RD	LONGVIEW	TX	75605-4406	US	6,839
229	GRP A	1260 N BROADWAY AVE	1260 N BROADWAY AVE		BARTOW	FL	33830-3343	US	3,000
232	GRP A	WESTFIELD CITRUS PARK	WESTFIELD CITRUS PARK	8130 CITRUS PARK DRIVE	TAMPA	FL	33625-0000	US	3,299
239	GRP A	DOLPHIN PLAZA	DOLPHIN PLAZA	421 MARY ESTHER BLVD	MARY ESTHER	FL	32569-1692	US	3,220
243	GRP A	GULFPORT PLAZA	GULFPORT PLAZA	9368 HWY 49	GULFPORT	MS	39503-4259	US	3,062
246	GRP A	HAMMOCK LANDING	HAMMOCK LANDING	4311 NORFOLK PKWY	WEST MELBOURNE	FL	32904-8617	US	2,800
249	GRP A	2315 S 11TH ST	2315 S 11TH ST		BEAUMONT	TX	77701-6425	US	3,000
253	GRP A	1121 E 5TH ST	1121 E 5TH ST		TYLER	TX	75701-3318	US	4,500
254	GRP A	TOWN SOUTH CENTER	TOWN SOUTH CENTER	103 N BRENTWOOD DR	LUFKIN	TX	75901-0000	US	3,000
255	GRP A	NORWOOD PARK PLAZA	NORWOOD PARK PLAZA	1030 NORWOOD PARK BLVD	AUSTIN	TX	78753-0000	US	2,800
256	GRP A	NORTH SPRINGS PLAZA	NORTH SPRINGS PLAZA	9610 WESTVIEW DR	CORAL SPRINGS	FL	33076-0000	US	3,006
257	GRP A	CENTRAL TEXAS MARKETPLACE	CENTRAL TEXAS MARKETPLACE	2600 W LOOP 340	WACO	TX	76711-0000	US	3,000
262	GRP A	STAMFORD TOWN CENTER	STAMFORD TOWN CENTER	100 GREYLOCK PLACE	STAMFORD	CT	06901-0000	US	2,506
263	GRP A	BOSQUE AT WOODED ACRES	BOSQUE AT WOODED ACRES	5201 BOSQUE DRIVE	WACO	TX	76710-0000	US	2,800
264	GRP A	3505 PALMER HWY	3505 PALMER HWY		TEXAS CITY	TX	77590-7059	US	2,950
265	GRP A	LAUREL HEIGHTS SHOPPING CENTER	LAUREL HEIGHTS SHOPPING CENTER	1210 S 77 SUNSHINE STRIP	HARLINGEN	TX	78550-8016	US	4,000
269	GRP A	920 GULFGATE CENTER MALL	920 GULFGATE CENTER MALL		HOUSTON	TX	77087-3028	US	2,989
270	GRP A	TEJAS CENTER	TEJAS CENTER	725 E VILLA MARIA RD	BRYAN	TX	77802-5319	US	2,858
272	GRP A	SOUTHMORE VILLAGE SC	SOUTHMORE VILLAGE SC	120 E SOUTHMORE	PASADENA	TX	77502-1708	US	3,000
276	GRP A	WESTCREST SC	WESTCREST SC	8554 LONG POINT RD	HOUSTON	TX	77055-2311	US	4,920
280	GRP A	701 N TEXAS BLVD	701 N TEXAS BLVD		WESLACO	TX	78596-4805	US	4,600
282	GRP A	YUMA PALMS REGIONAL CENTER	YUMA PALMS REGIONAL CENTER	1401 S YUMA PALMS PARKWAY 8	YUMA	AZ	85365-0000	US	3,150
283	GRP A	LAVALLITA SC	LAVALLITA SC	1714 E MAIN ST	ALICE	TX	78332-4083	US	4,000
284	GRP A	TARGET SHOPPING CENTER	TARGET SHOPPING CENTER	204 HWY 332 WEST	LAKE JACKSON	TX	77566-4013	US	3,110
285	GRP A	VILLAGE AT SURPRISE	VILLAGE AT SURPRISE	13980 W BELL RD	SURPRISE	AZ	85374-3863	US	2,996
286	GRP A	PLAZA LAS AMERICAS	PLAZA LAS AMERICAS	525 ROOSEVELT AVE	SAN JUAN	PR	00918-0000	Puerto Rico	6,467
295	GRP A	APOPKA LAND REGIONAL MALL	APOPKA LAND REGIONAL MALL	759 S ORANGE BLOSSOM TRL	APOPKA	FL	32703-3708	US	3,000
302	GRP A	CORTEZ PLAZA	CORTEZ PLAZA	641 CORTEZ RD W	BRADENTON	FL	34207-1549	US	3,200
303	GRP A	111 W WILLOW ST	111 W WILLOW ST		LAFAYETTE	LA	70501-2839	US	4,012
304	GRP A	GREAT RIVER RD SC	GREAT RIVER RD SC	287 SARGENT PRENTISS DR	NATCHEZ	MS	39120-4225	US	3,150
306	GRP A	COBBLESTONE VILLAGE	COBBLESTONE VILLAGE	370 CBL DR	SAINT AUGUSTINE	FL	32086-0000	US	2,800
308	GRP A	SHAWNEE SHOPPING CENTER	SHAWNEE SHOPPING CENTER	4903 N UNION	SHAWNEE	OK	74804-0000	US	3,000
312	GRP A	BRAINARD MARKET CENTER	BRAINARD MARKET CENTER	480 GREENWAY VIEW DRIVE	CHATTANOOGA	TN	37411-5689	US	2,800
313	GRP A	WAL MART PLAZA	WAL MART PLAZA	1002 JEFFERSON TERRACE BLVD	NEW IBERIA	LA	70560-5712	US	2,800
314	GRP A	DIXIE PLAZA SHOPPING CENTER	DIXIE PLAZA SHOPPING CENTER	310 DIXIE PLAZA	NATCHITOCHE	LA	71457-5880	US	3,400
317	GRP A	1610 US 46	1610 US 46		WEST PATERSON	NJ	07424-0000	US	3,000

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Store List

Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
318	GRP A	PALLISADES COURT	PALLISADES COURT	51 NATHANIEL PLACE	ENGLEWOOD	NJ	07631-2736	US	2,950
325	GRP A	2737 SE HIGHWAY 70	2737 SE HIGHWAY 70		ARCADIA	FL	34266-5401	US	2,720
326	GRP A	SHOPPES AT MARKET PL	SHOPPES AT MARKET PLACE	4203 SE FEDERAL HWY	STUART	FL	34997-0000	US	2,800
328	GRP A	EAST TOWN SC	EAST TOWN SC	2013 HIGHWAY 72 E	CORINTH	MS	38834-6710	US	4,150
330	GRP A	HOBBY LOBBY CENTER	HOBBY LOBBY CENTER	2702 W THOMAS ST	HAMMOND	LA	70401-2839	US	3,200
346	GRP A	FREMAUX TOWN CENTER	FREMAUX TOWN CENTER	270 TOWN CENTER PARKWAY	SLIDELL	LA	70458-8088	US	2,700
347	GRP A	LAKE SQUARE MALL	LAKE SQUARE MALL	10401 US HIGHWAY 441 STE 064	LEESBURG	FL	34788-7243	US	3,407
349	GRP A	2011 AIRLINE DR	2011 AIRLINE DR		BOSSIER CITY	LA	71111-3203	US	3,960
353	GRP A	1330 N WEST AVE	1330 N WEST AVE		EL DORADO	AR	71730-3854	US	4,000
357	GRP A	BEL AIR MALL	BEL AIR MALL	3402 BEL AIR MALL	MOBILE	AL	36606-3402	US	2,500
369	GRP A	3011 LOUISVILLE AVE	3011 LOUISVILLE AVE		MONROE	LA	71201-5136	US	4,000
371	GRP A	PARKWAY SHOPPING CEN	PARKWAY SHOPPING CENTER	1231 APALACHEE PARKWAY	TALLAHASSEE	FL	32301-4543	US	4,375
379	GRP A	BOWDOIN PLACE	BOWDOIN PLACE	705E HIGHWAY 43 S	SARALAND	AL	36571-3604	US	2,800
384	GRP A	SOUTHLAND MALL	SOUTHLAND MALL	5953 W PARK AVE SUITE 3013	HOUMA	LA	70364-3739	US	3,600
391	GRP A	140 NW CALIFORNIA BLVD	140 NW CALIFORNIA BLVD		PORT SAINT LUCIE	FL	34986-0000	US	2,805
400	GRP A	CHESTERFIELD VILLAGE S	CHESTERFIELD VILLAGE SQUARE	51364 GRATIOT AVENUE	CHESTERFIELD	MI	48051-2008	US	8,447
412	GRP A	NORTHLAKE MALL	NORTHLAKE MALL	6801 NORTHLAKE MALL DR	CHARLOTTE	NC	28216-0000	US	2,800
414	GRP A	CROSSROADS PLAZA	CROSSROADS PLAZA	519 OGLETHORPE HWY	HINESVILLE	GA	31313-4412	US	3,060
418	GRP A	PALISADES SC	PALISADES SC	304 OXMOOR RD	HOMEWOOD	AL	35209-6116	US	2,700
420	GRP A	150 PAVILLION PARKWAY	150 PAVILLION PARKWAY		FAYETTEVILLE	GA	30214-7308	US	3,000
422	GRP A	ROCK CREEK PLAZA	ROCK CREEK PLAZA	2775 BELL RD	AUBURN	CA	95603-0000	US	4,000
423	GRP A	2301 ELIDA RD	2301 ELIDA RD		LIMA	OH	45805-1201	US	3,096
426	GRP A	BOLGER SQUARE SC	BOLGER SQUARE SC	17710 EAST 39 ST SOUTH	INDEPENDENCE	MO	64055-6725	US	3,710
428	GRP A	SHOPS AT BOARDWALK	SHOPS AT BOARDWALK	8608 N BOARDWALK AVE	KANSAS CITY	MO	64154-5239	US	3,294
434	GRP A	5405 W SAGINAW HWY STE	5405 W SAGINAW HWY STE A		LANSING	MI	48917-1918	US	3,360
439	GRP A	2153 RAWSONVILLE RD	2153 RAWSONVILLE RD		BELLEVILLE	MI	48111-2283	US	3,096
443	GRP A	NEW BERN COMMONS	NEW BERN COMMONS	4501 NEW BERN AVE	RALEIGH	NC	27610-1441	US	2,800
444	GRP A	ATHENS CENTER	ATHENS CENTER	3061 ATLANTA HIGHWAY	ATHENS	GA	30606-3334	US	2,800
448	GRP A	WESTLAND PLAZA	WESTLAND PLAZA	6629 N WAYNE RD	WESTLAND	MI	48185-7007	US	2,880
454	GRP A	ST JOHNS TOWN CENTER	ST JOHNS TOWN CENTER	4611 RIVER CITY DR	JACKSONVILLE	FL	32246-7426	US	2,800
457	GRP A	NORRIDGE COMMONS	NORRIDGE COMMONS	4141 N HARLEM AVE	NORRIDGE	IL	60706-1211	US	3,750
458	GRP A	UNIVERSITY HEIGHTS SHO	UNIVERSITY HEIGHTS SHOPPING CEN	12822 I-10 WEST	SAN ANTONIO	TX	78249-2210	US	2,900
460	GRP A	733 BROAD ST	733 BROAD ST		NEWARK	NJ	07102-4104	US	3,264
464	GRP A	OROVILLE PLAZA	OROVILLE PLAZA	1124 ORO DAM BLVD E	OROVILLE	CA	95965-5844	US	3,600
467	GRP A	INDIAN HILLS SHOPPING C	INDIAN HILLS SHOPPING CENTER	475 HWY E 53	CALHOUN	GA	30701-3058	US	2,800
471	GRP A	CRYSTAL SC	CRYSTAL SC	143 WILLOW BEND	CRYSTAL	MN	55428-3934	US	7,182
473	GRP A	JANSS MARKETPLACE	JANSS MARKETPLACE	225 N MOORPARK RD	THOUSAND OAKS	CA	91360-4321	US	4,000
480	GRP A	7880 PLAZA BLVD	7880 PLAZA BLVD		MENTOR	OH	44060-5515	US	3,089
484	GRP A	PEAR TREE S/C	PEAR TREE S/C	211 N ORCHARD AVE	UKIAH	CA	95482-4503	US	3,360
485	GRP A	NORTHGATE MALL	NORTHGATE MALL	218 NORTHGATE MALL	CHATTANOOGA	TN	37415-6921	US	2,500
486	GRP A	AUGUSTA MALL	AUGUSTA MALL	3450 WRIGHTSBORO RD	AUGUSTA	GA	30909-2599	US	2,616
487	GRP A	OLD BRIDGE GATEWAY SC	OLD BRIDGE GATEWAY SC	1008 US HIGHWAY 9	PARLIN	NJ	08859-1401	US	2,700
489	GRP A	ESCONDIDO MISSION CEN	ESCONDIDO MISSION CENTER	357 W MISSION AVE	ESCONDIDO	CA	92025-1729	US	4,200
490	GRP A	1220 HIGHLAND AVENUE	1220 HIGHLAND AVENUE		SELMA	AL	36701-4124	US	2,772
494	GRP A	FAYETTE MALL	FAYETTE MALL	3615 NICHOLASVILLE RD	LEXINGTON	KY	40503-4409	US	3,456
497	GRP A	BAYBROOK SHOPPING CEN	BAYBROOK SHOPPING CENTER	1805 WEST BAY AREA BLVD	WEBSTER	TX	77598-3403	US	3,000
498	GRP A	EAST CEDARBROOK PLAZ	EAST CEDARBROOK PLAZA	3001 CHELTENHAM AVE	WYNCOTE	PA	19095-0000	US	2,729
515	GRP A	640 S GAFFEY ST	640 S GAFFEY ST		SAN PEDRO	CA	90731-3027	US	4,000
522	GRP A	1033 N ARIZONA AVENUE	1033 N ARIZONA AVENUE		CHANDLER	AZ	85225-6693	US	3,000
533	GRP A	CENTER AT SLATTEN RAN	CENTER AT SLATTEN RANCH	5749 LONE TREE WAY	ANTIOCH	CA	94531-8587	US	2,700
535	GRP A	6948 MAGNOLIA AVE	6948 MAGNOLIA AVE		RIVERSIDE	CA	92506-2845	US	3,600
537	GRP A	1014 S MOONEY BLVD	1014 S MOONEY BLVD		VISALIA	CA	93277-3502	US	3,311
542	GRP A	RESEDA PLAZA	RESEDA PLAZA	18201 SHERMAN WAY	RESEDA	CA	91335-4551	US	3,212
550	GRP A	SPRADLIN FARMS SC	SPRADLIN FARMS SC	175 CONSTON AVENUE	CHRISTIANSBURG	VA	24073-1151	US	2,800
552	GRP A	GOLDEN CIRCLE SC	GOLDEN CIRCLE SC	311 N CAPITOL AVE	SAN JOSE	CA	95133-1943	US	3,300
554	GRP A	AUDUBON CROSSING	AUDUBON CROSSING	130 BLACKHORSE PIKE	AUDUBON	NJ	08106-1900	US	2,700
559	GRP A	LAKELAND SQUARE MALL	LAKELAND SQUARE MALL	3800 US HIGHWAY 98 NORTH	LAKELAND	FL	33809-3824	US	2,994
562	GRP A	SOUTHGATE PLAZA	SOUTHGATE PLAZA	4306 FLORIN RD	SACRAMENTO	CA	95823-2510	US	2,609
565	GRP A	THE CENTER AT PEARLAN	THE CENTER AT PEARLAND PARKWAY	2650 PEARLAND PARKWAY SUITE 12	PEARLAND	TX	77581-0000	US	6,700
574	GRP A	SANTEE TROLLEY SQUARE	SANTEE TROLLEY SQUARE	9850 MISSION GORGE RD	SANTEE	CA	92071-3834	US	3,000
576	GRP A	FOUR CORNERS	FOUR CORNERS	28435 TOMBALL PKY	TOMBALL	TX	77375-3307	US	3,060
578	GRP A	SUNWEST PLAZA	SUNWEST PLAZA	1300 B SW OAK	HILLSBORO	OR	97123-3875	US	3,360
580	GRP A	GOOD CIRCLE SC	GOOD CIRCLE SC	157 E EL CAMINO REAL	SUNNYVALE	CA	94087-1937	US	3,000
581	GRP A	VINEYARD SHPG CNTR	VINEYARD SHPG CNTR	5100 CLAYTON RD STE 18	CONCORD	CA	94521-3139	US	2,550
588	GRP A	SEVEN TREES SC	SEVEN TREES SC	2334 STERLING AVE	SAN BERNARDINO	CA	92404-4624	US	2,980
592	GRP A	CICERO MARKET PLACE	CICERO MARKET PLACE	3021 S CICERO AVENUE	CICERO	IL	60804-3639	US	4,000
593	GRP A	DIAMOND SHOPPING CEN	DIAMOND SHOPPING CENTER	1891 NE 7TH ST	GRANTS PASS	OR	97526-3403	US	3,430
600	GRP A	PIER PARK SHOPPING CEN	PIER PARK SHOPPING CENTER	15565 STARFISH ST	PANAMA CITY BEACH	FL	32413-0000	US	3,001
602	GRP A	WILMOT PLAZA SC	WILMOT PLAZA SC	6351 E BROADWAY BLVD	TUCSON	AZ	85710-3510	US	6,334
616	GRP A	TYLER OUTLET	TYLER OUTLET	3840 W HIGHWAY 64	TYLER	TX	75704-6924	US	2,800
619	GRP A	555 WASHINGTON SQUARE	555 WASHINGTON SQUARE		WASHINGTON	MO	63090-5343	US	3,060
620	GRP A	3031 28TH STREET SE	3031 28TH STREET SE	SUITE B	KENTWOOD	MI	49512-1626	US	3,216
627	GRP A	AUSTINTOWN PLAZA	AUSTINTOWN PLAZA	6000 MAHONING AVE	YOUNGSTOWN	OH	44515-2240	US	3,278
628	GRP A	1790 LAWDALE	1790 LAWDALE		SAGINAW	MI	48638-5498	US	3,450
630	GRP A	MALL OF ABILENE	MALL OF ABILENE	4310 BUFFALO GAP RD STE 1270	ABILENE	TX	79606-2785	US	3,867
639	GRP A	1205 N MAIN ST	1205 N MAIN ST		LOGAN	UT	84341-2219	US	3,572
641	GRP A	603 S BISHOP AVE	603 S BISHOP AVE	SUITE A	ROLLA	MO	65401-4314	US	2,700
642	GRP A	UNIVERSITY PLAZA	UNIVERSITY PLAZA	405 E UNIVERSITY DR	EDINBURG	TX	78539-3562	US	4,000
645	GRP A	CHERRYLAND CENTER	CHERRYLAND CENTER	1708 S GARFIELD	TRAVERSE CITY	MI	49686-4338	US	2,592
646	GRP A	1053 N SHIAWASSEE ST	1053 N SHIAWASSEE ST		CORUNNA	MI	48817-1151	US	3,520
650	GRP A	CONYERS CROSSING	CONYERS CROSSING	1489 HIGHWAY 138 SE	CONYERS	GA	30013-1286	US	3,500
655	GRP A	MARKET PLACE OF WARS	MARKET PLACE OF WARSAW	2818 FRONTAGE RD	WARSAW	IN	46580-3912	US	2,934
659	GRP A	HILLTOP MALL	HILLTOP MALL	5019 NORTH 2ND AVENUE	KEARNEY	NE	68847-2427	US	2,783
663	GRP A	BONANZA SQUARE	BONANZA SQUARE	581 N EASTERN AVE	LAS VEGAS	NV	89101-3422	US	3,010
666	GRP A	SOUTH TOWNE CROSSING	SOUTH TOWNE CROSSING	140 NW JOHN JONES DR	BURLESON	TX	76028-0000	US	3,000
670	GRP A	COLLEGE PLAZA SHPG CN	COLLEGE PLAZA SHPG CNTR	2010 CERRILLOS RD STE 6	SANTA FE	NM	87505-3275	US	3,200
676	GRP A	BASSETT CENTER	BASSETT CENTER	6101 GATEWAY BLVD W	EL PASO	TX	79925-3416	US	4,712
677	GRP A	WASHINGTON CORNER S/C	WASHINGTON CORNER S/C	9910 E WASHINGTON ST # 9912	INDIANAPOLIS	IN	46229-3040	US	3,500
679	GRP A	NORTHDRIDE SC	NORTHDRIDE SC	7891 WADSWORTH BLVD	ARVADA	CO	80003-2107	US	3,400
682	GRP A	MIDWAY SHOPPING CEN	MIDWAY SHOPPING CENTER	1468 UNIVERSITY AVE W	SAINT PAUL	MN	55104-3901	US	3,514
683	GRP A	AUBURN NORTH S/C	AUBURN NORTH S/C	1215 AUBURN WAY N	AUBURN	VA	98002-4148	US	3,250
688	GRP A	GLENS SHOPPING CENTER	GLENS SHOPPING CENTER NORTH	1131 US 31 NORTH	PETOSKEY	MI	49770-9305	US	3,500

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Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
691	GRP A	PEARLAND TOWN CENTER	PEARLAND TOWN CENTER	11200 BROADWAY	PEARLAND	TX	77584-0000	US	3,084
695	GRP A	NEWPORT CENTRE	NEWPORT CENTRE	30 MALL DR W	JERSEY CITY	NJ	07310-1603	US	3,334
701	GRP A	1000 W BROADWAY ST	1000 W BROADWAY ST		ARDMORE	OK	73401-4531	US	4,000
705	GRP A	2923 W BROADWAY BLVD	2923 W BROADWAY BLVD	STOP ONE	SEDALIA	MO	65301-2214	US	3,024
707	GRP A	BASELINE PLAZA	BASELINE PLAZA	20164 WEST 8 MILE RD	SOUTHFIELD	MI	48075-5659	US	2,800
710	GRP A	1012 E 23RD ST	1012 E 23RD ST	SUITE 100	COLUMBUS	NE	68601-3706	US	2,770
712	GRP A	NORTH PARK SHOPPING C	NORTH PARK SHOPPING CENTER	320 E YOUNG ST	WARRENSBURG	MO	64093-1258	US	3,200
722	GRP A	3520 N 1ST ST	3520 N 1ST ST		ABILENE	TX	79603-6914	US	3,827
726	GRP A	48 BOARDMAN POLAND RD	48 BOARDMAN POLAND RD		BOARDMAN	OH	44512-4601	US	2,880
728	GRP A	29821 FORD RD	29821 FORD RD		GARDEN CITY	MI	48135-2366	US	4,000
730	GRP A	SAINT CLOUD COMMONS	SAINT CLOUD COMMONS	4554 13TH ST	SAINT CLOUD	FL	34769-6706	US	2,800
733	GRP A	THORNTON TOWN CENTE	THORNTON TOWN CENTER	10001 GRANT STREET	THORNTON	CO	80229-4535	US	2,956
734	GRP A	3047 NICOLLET AVE	3047 NICOLLET AVE		MINNEAPOLIS	MN	55408-3129	US	2,784
735	GRP A	1615 ROBERT ST S	1615 ROBERT ST S		WEST SAINT PAUL	MN	55118-3903	US	2,997
739	GRP A	EXPRESSWAY PLAZA	EXPRESSWAY PLAZA	1200 LOWES BOULEVARD	KILLEEN	TX	76542-5204	US	3,557
744	GRP A	MEMORIAL BEND SHOPPIN	MEMORIAL BEND SHOPPING CENTER	5234 MEMORIAL DR	STONE MOUNTAIN	GA	30083-3113	US	5,500
748	GRP A	CLEARWATER PLAZA	CLEARWATER PLAZA	5216 E CLEVELAND BLVD	CALDWELL	ID	83607-8124	US	2,940
757	GRP A	3437 WILLIAM	3437 WILLIAM		CAPE GIRARDEAU	MO	63701-9507	US	3,000
759	GRP A	MAPLEWOOD SQUARE	MAPLEWOOD SQUARE	2716 N 90TH ST	OMAHA	NE	68134-5706	US	4,026
763	GRP A	CHAMPAIGN TOWN CENTE	CHAMPAIGN TOWN CENTER	2002 N PROSPECT	CHAMPAIGN	IL	61822-1230	US	3,062
767	GRP A	KITSAP MALL	KITSAP MALL	SPACE K-4	SILVERDALE	WA	98383-2291	US	2,932
770	GRP A	BETHANY TOWNE CENTER	BETHANY TOWNE CENTER	6135 N 35TH AVE	PHOENIX	AZ	85017-1955	US	3,010
775	GRP A	WOLF CREEK SC	WOLF CREEK SC	10503 SOUTH 15TH ST	BELLEVUE	NE	68123-4085	US	2,800
776	GRP A	PONY VILLAGE MALL	PONY VILLAGE MALL	1611 VIRGINIA AVE	NORTH BEND	OR	97459-2729	US	2,800
779	GRP A	9080 OVERLAND PLAZA	9080 OVERLAND PLAZA		OVERLAND	MO	63114-6122	US	2,846
781	GRP A	MORRIS HILLS SHOPPING	MORRIS HILLS SHOPPING CENTER	3085 ROUTE 46	PARSIPPANY	NJ	07054-1233	US	3,540
783	GRP A	801 N GILBERT ST	801 N GILBERT ST		DANVILLE	IL	61832-3823	US	4,000
788	GRP A	WESTWOOD PLAZA	WESTWOOD PLAZA	12289 W CENTER RD	OMAHA	NE	68144-3931	US	2,463
789	GRP A	MANSION MALL SHPG CNT	MANSION MALL SHPG CNTR	1435 NORTHWESTWOOD	POPLAR BLUFF	MO	63901-3315	US	4,000
792	GRP A	219 N CANAL ST	219 N CANAL ST		CARLSBAD	NM	88220-5829	US	4,000
797	GRP A	CHARLOTTESVILLE FASHI	CHARLOTTESVILLE FASHION SQUARE	1600 E RIO RD	CHARLOTTESVILLE	VA	22901-1405	US	2,692
814	GRP A	BASHFORD MANOR MALL	BASHFORD MANOR MALL	3610 MALL RD	LOUISVILLE	KY	40218-5403	US	2,800
815	GRP A	3640 GREEN MOUNT CROS	3640 GREEN MOUNT CROSSING DRIVE	SUITE 109	SHILOH	IL	62269-0000	US	2,800
839	GRP A	SOUTH PLAZA	SOUTH PLAZA	4052 S PLAZA DR	MEMPHIS	TN	38116-6335	US	6,000
840	GRP A	TUCSON SPECTRUM SHOP	TUCSON SPECTRUM SHOPPING CENT	1183 W IRVINGTON RD	TUCSON	AZ	85714-0000	US	3,000
841	GRP A	GREEN TREE MALL	GREEN TREE MALL	757 E LEWIS AND CLARK PARKWAY	CLARKSVILLE	IN	47129-2269	US	4,096
843	GRP A	AVON COMMONS	AVON COMMONS	10423 US E HIGHWAY 36	AVON	IN	46123-0000	US	3,000
847	GRP A	3421 N UNIVERSITY ST	3421 N UNIVERSITY ST		PEORIA	IL	61604-1322	US	3,088
849	GRP A	2500 N DIRKSEN PARKWAY	2500 N DIRKSEN PARKWAY		SPRINGFIELD	IL	62702-1447	US	3,000
854	GRP A	MARIETTA TRADE CENTER	MARIETTA TRADE CENTER	180 COBB PARKWAY S	MARIETTA	GA	30060-0000	US	3,070
857	GRP A	MESA RANCH	MESA RANCH	1116 SOUTH STAPLEY DRIVE SUITE	MESA	AZ	85204-5052	US	3,950
859	GRP A	EASTLAND MALL	EASTLAND MALL	1615 E EMPIRE ST	BLOOMINGTON	IL	61701-3581	US	2,791
862	GRP A	WALNUT CREEK PLAZA	WALNUT CREEK PLAZA	1461 GRAY HWY	MACON	GA	31211-1905	US	3,200
867	GRP A	CROSSROADS CENTER	CROSSROADS CENTER	2060 CORSSROADS BLVD	WATERLOO	IA	50702-4423	US	2,855
868	GRP A	111 N MISSOURI ST	111 N MISSOURI ST		WEST MEMPHIS	AR	72301-3109	US	3,515
870	GRP A	1314 TURNER MCCALL BLV	1314 TURNER MCCALL BLVD		ROME	GA	30161-6070	US	3,150
871	GRP A	RIVERGATE MALL	RIVERGATE MALL	1000 RIVERGATE PKWY	GOODLETTSVILLE	TN	37072-0000	US	3,325
875	GRP A	TYMBERWOOD CENTER	TYMBERWOOD CENTER	4237-A OUTER LOOP	LOUISVILLE	KY	40219-3850	US	4,200
876	GRP A	TURFWAY CENTER	TURFWAY CENTER	4989 HOUSTON RD	FLORENCE	KY	41042-1365	US	2,800
881	GRP A	VINCENNES PLAZA	VINCENNES PLAZA	628 NIBLACK BLVD	VINCENNES	IN	47591-3630	US	4,000
886	GRP A	TWO THOUSAND CENTER	TWO THOUSAND CENTER	2008 S WOOD DR	OKMULGEE	OK	74447-6849	US	3,200
888	GRP A	SOUTHGATE MARKETPLAC	SOUTHGATE MARKETPLACE	3333 S 27TH ST	MILWAUKEE	WI	53215-4349	US	3,600
891	GRP A	CONWAY COMMONS	CONWAY COMMONS	555 ELSINGER BLVD	CONWAY	AR	72032-4714	US	2,867
892	GRP A	PROMENADE AT CASA GR	PROMENADE AT CASA GRANDE	1005 N PROMENADE PKWY	CASA GRANDE	AZ	85194-5421	US	3,280
901	GRP A	4926 CHRISTY BLVD	4926 CHRISTY BLVD		SAINT LOUIS	MO	63116-1218	US	3,096
902	GRP A	NAMEOKI COMMONS SC	NAMEOKI COMMONS SC	3499 NAMEOKI RD	GRANITE CITY	IL	62040-3719	US	3,000
907	GRP A	LANES MILL MARKETPLAC	LANES MILL MARKETPLACE	4819 HWY 9	HOWELL	NJ	07731-3749	US	2,750
913	GRP A	777 SOUTH JEFFERSON	777 SOUTH JEFFERSON		COOKEVILLE	TN	38501-4071	US	2,794
915	GRP A	100 BUSINESS LOOP 70 W	100 BUSINESS LOOP 70 W		COLUMBIA	MO	65203-3245	US	3,600
916	GRP A	1516 MILITARY RD	1516 MILITARY RD		BENTON	AR	72015-2915	US	3,000
918	GRP A	DEER TRACE PLAZA	DEER TRACE PLAZA	4097 STATE HWY 28	SHEBOYGAN FALLS	WI	53085-2848	US	2,560
920	GRP A	1100 W 9 MILE RD	1100 W 9 MILE RD		FERNDAL	MI	48220-1220	US	3,600
921	GRP A	144 B EAST 98TH STREET	144 B EAST 98TH STREET		BROOKLYN	NY	11212-3827	US	3,276
934	GRP A	BROAD STREET CENTRE	BROAD STREET CENTRE	1276 NW BROAD ST # 58	MURFREESBORO	TN	37129-1713	US	3,060
938	GRP A	MEMORIAL HEALTH CARE	MEMORIAL HEALTH CARE PLAZA	3997 UNIVERSITY BLVD S	JACKSONVILLE	FL	32216-4312	US	3,640
942	GRP A	OLD HICKORY SQUARE	OLD HICKORY SQUARE	1970 N HIGHLAND AVE	JACKSON	TN	38305-4526	US	2,860
948	GRP A	2305 S JEFFERSON AVE	2305 S JEFFERSON AVE		MOUNT PLEASANT	TX	75455-6011	US	3,060
950	GRP A	130 ALTAMA CONNECTOR	130 ALTAMA CONNECTOR BLVD		BRUNSWICK	GA	31525-1891	US	3,060
953	GRP A	101 E END BLVD S	101 E END BLVD S		MARSHALL	TX	75670-5601	US	3,060
958	GRP A	WARNER ROBINS PLACE	WARNER ROBINS PLACE	2724 WATSON BLVD	WARNER ROBINS	GA	31093-8051	US	2,400
965	GRP A	6046 S CEDAR ST	6046 S CEDAR ST		LANSING	MI	48911-5153	US	3,600
968	GRP A	WYOMING VILLAGE	WYOMING VILLAGE	1218 28TH ST SW	WYOMING	MI	49509-2702	US	3,450
969	GRP A	PERIMETER OAKS SHOPPI	PERIMETER OAKS SHOPPING CENTER	3268 INNER PERIMETER RD	VALDOSTA	GA	31602-1006	US	3,500
972	GRP A	JORDAN CREEK TOWN CE	JORDAN CREEK TOWN CENTER	101 JORDAN CREEK PARKWAY	WEST DES MOINES	IA	50266-8113	US	3,544
975	GRP A	WESTGATE SHPG CNTR	WESTGATE SHPG CNTR	131 S CENTRAL EXPY	MC KINNEY	TX	75070-3743	US	3,250
978	GRP A	MID VALLEY PLAZA	MID VALLEY PLAZA	1641 MOUNT HOOD AVE	WOODBURN	OR	97071-9070	US	3,200
987	GRP A	WEST JORDAN TOWN CEN	WEST JORDAN TOWN CENTER	6802 S REDWOOD RD	WEST JORDAN	UT	84084-2405	US	2,925
989	GRP A	GRIFFIN CROSSROADS	GRIFFIN CROSSROADS	1575 N EXPRESSWAY	GRIFFIN	GA	30223-1746	US	2,800
993	GRP A	EAST FOREST PLAZA	EAST FOREST PLAZA	5422 FOREST DR	COLUMBIA	SC	29206-5401	US	3,200
995	GRP A	2251 N OAK DR	2251 N OAK DR		PLYMOUTH	IN	46563-3432	US	2,600
1002	GRP A	PARK PLACE	PARK PLACE	5870 E BROADWAY BLVD	TUCSON	AZ	85711-3914	US	2,800
1004	GRP A	GOVERNORS SQUARE	GOVERNORS SQUARE	2801 WILMA RUDOLPH BLVD	CLARKSVILLE	TN	37040-5063	US	3,100
1008	GRP A	781 W HAMILTON AVE	781 W HAMILTON AVE		CAMPBELL	CA	95008-0402	US	3,250
1015	GRP A	VAL VISTA TOWNE CENTE	VAL VISTA TOWNE CENTER	1505 EAST WARNER RD	GILBERT	AZ	85296-3150	US	3,200
1019	GRP A	AVONDALE SC	AVONDALE SC	1450 N DYSART RD	AVONDALE	AZ	85323-1533	US	3,008
1025	GRP A	1604 CHESTNUT ST	1604 CHESTNUT ST		PHILADELPHIA	PA	19103-5119	US	2,880
1031	GRP A	SOUTH COUNTY CENTER	SOUTH COUNTY CENTER	43 S COUNTY CENTER WAY	SAINT LOUIS	MO	63129-1006	US	3,144
1032	GRP A	HOOD COMMONS	HOOD COMMONS	55 CRYSTAL AVE	DERRY	NH	03038-1702	US	2,910
1036	GRP A	BANDERA POINTE	BANDERA POINTE	11321 BANDERA RD	SAN ANTONIO	TX	78250-0000	US	2,784
1038	GRP A	THE MALL AT VICTOR VALL	THE MALL AT VICTOR VALLEY	14440 BEAR VALLEY RD	VICTORVILLE	CA	92392-5404	US	2,852
1043	GRP A	CROSSROADS MALL	CROSSROADS MALL	6650 S WESTNEDGE AVE	PORTAGE	MI	49024-3590	US	3,481
1047	GRP A	RUSHMORE MALL	RUSHMORE MALL	2200 N MAPLE AVE	RAPID CITY	SD	57701-7881	US	4,253

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
1052	GRP A	SAN DIMAS PLAZA	SAN DIMAS PLAZA	987 W ARROW HWY	SAN DIMAS	CA	91773-2410	US	2,800
1053	GRP A	SOUTH MALL	SOUTH MALL	3300 LEHIGH ST	ALLENTOWN	PA	18103-7041	US	2,458
1058	GRP A	GRAND CANYON PKWY	GRAND CANYON PKWY	4205 S GRAND CANYON DRIVE	LAS VEGAS	NV	89147-7124	US	2,724
1062	GRP A	FORD CITY MALL	FORD CITY MALL	7601 S CICERO AVE	CHICAGO	IL	60652-1574	US	4,079
1065	GRP A	MCKINLEY MALL	MCKINLEY MALL	3701 MCKINLEY PKY	BLASDELL	NY	14219-2695	US	3,059
1072	GRP A	WESTERN HILLS PLAZA	WESTERN HILLS PLAZA	6180 GLENWAY AVE BLDG F	CINCINNATI	OH	45211-6320	US	3,015
1073	GRP A	215 LINCOLN RD	215 LINCOLN RD		MIAMI BEACH	FL	33139-3116	US	2,400
1076	GRP A	10101 MABLEVALE PLAZA	10101 MABLEVALE PLAZA DRIVE		LITTLE ROCK	AR	72209-4959	US	3,000
1077	GRP A	CARROLLTON SC	CARROLLTON SC	1305 S PARK ST	CARROLLTON	GA	30117-4433	US	2,800
1078	GRP A	WESTRIDGE SQUARE SC	WESTRIDGE SQUARE SC	1029 W PATRICK ST	FREDERICK	MD	21702-3903	US	2,814
1079	GRP A	CLIFTON PARK CENTER	CLIFTON PARK CENTER	22 CLIFTON COUNTRY RD	CLIFTON PARK	NY	12065-3908	US	2,521
1085	GRP A	MODEL T PLAZA	MODEL T PLAZA	14132 WOODWARD AVE	HIGHLAND PARK	MI	48203-2995	US	3,600
1089	GRP A	SOUTHGATE PLAZA	SOUTHGATE PLAZA	1052 UNION RD	WEST SENECA	NY	14224-3449	US	3,000
1091	GRP A	TRANCAS JEFFERSON CEN	TRANCAS JEFFERSON CENTER	1303 TRANCAS ST	NAPA	CA	94558-2911	US	2,838
1093	GRP A	MAPLE GROVE CROSSING	MAPLE GROVE CROSSINGS	8056 WEDGEWOOD LANE NORTH	MAPLE GROVE	MN	55369-9406	US	2,700
1096	GRP A	BLOOMINGDALE SQUARE	BLOOMINGDALE SQUARE	933 E BLOOMINGDALE AVE # 935	BRANDON	FL	33511-8118	US	3,375
1097	GRP A	HIGHLAND LAKES SHOPPING	HIGHLAND LAKES SHOPPING CENTER	7457 W COLONIAL DR # 269	ORLANDO	FL	32818-6508	US	3,078
1102	GRP A	THE CROSSING	THE CROSSING	1001 N BECKLEY RD	DESOTO	TX	75115-4261	US	2,899
1107	GRP A	HUDSON MALL	HUDSON MALL	701 STATE RT 440 RR440	JERSEY CITY	NJ	07304-1069	US	3,138
1109	GRP A	LOS CERRITOS CENTER	LOS CERRITOS CENTER	108 LOS CERRITOS MALL	CERRITOS	CA	90703-5421	US	5,319
1110	GRP A	THE MALL AT ROBINSON T	THE MALL AT ROBINSON TOWNSHIP	100 ROBINSON CENTER DR	PITTSBURGH	PA	15205-0000	US	2,999
1113	GRP A	WESTRIDGE COURT	WESTRIDGE COURT	256 S RT 59	NAPERVILLE	IL	60540-0915	US	2,560
1119	GRP A	ACADEMY PLACE	ACADEMY PLACE	5120 N ACADEMY BLVD	COLORADO SPRINGS	CO	80918-4002	US	3,973
1124	GRP A	FIVE POINTS	FIVE POINTS	4101 IH 69 ACCESS ROAD	CORPUS CHRISTI	TX	78410-4542	US	2,633
1127	GRP A	HAMILTON MALL	HAMILTON MALL	4403 BLACK HORSE PIKE	MAYS LANDING	NJ	08330-0000	US	3,100
1134	GRP A	JOURNAL SQUARE	JOURNAL SQUARE	2843 JOHN F KENNEDY BLVD	JERSEY CITY	NJ	07306-3901	US	3,026
1137	GRP A	BLUE DIAMOND CROSSING	BLUE DIAMOND CROSSING	4150 BLUE DIAMOND RD	LAS VEGAS	NV	89139-0000	US	3,000
1140	GRP A	NORTH LAKE SQUARE	NORTH LAKE SQUARE	1245 N LAKE AVE	PASADENA	CA	91104-2855	US	3,987
1141	GRP A	GOTHAM PLAZA	GOTHAM PLAZA	149 E 125TH ST	NEW YORK	NY	10035-1748	US	3,308
1144	GRP A	SOUTHLAND MALL	SOUTHLAND MALL	1 SOUTHLAND MALL DR #346	HAYWARD	CA	94545-2131	US	3,705
1148	GRP A	CENTRAL MALL	CENTRAL MALL	2259 S 9TH ST	SALINA	KS	67401-7313	US	3,999
1151	GRP A	SPRING HILL MALL	SPRING HILL MALL	1306 SPRING HILL MALL	WEST DUNDEE	IL	60118-1262	US	4,102
1152	GRP A	TOWN WEST SHOPPING C	TOWN WEST SHOPPING CENTER	2505 W KINGS HIGHWAY	PARAGOULD	AR	72450-3921	US	3,000
1155	GRP A	FRANCIS SCOTT KEY MALL	FRANCIS SCOTT KEY MALL	5000 BUCKEYSTOWN PIKE	FREDERICK	MD	21703-8331	US	4,000
1158	GRP A	FLORENCE MALL	FLORENCE MALL	1174 FLORENCE MALL	FLORENCE	KY	41042-1445	US	3,705
1161	GRP A	TOWNMALL OF WESTMINS	TOWNMALL OF WESTMINSTER	400 N CENTER ST	WESTMINSTER	MD	21157-5193	US	2,909
1164	GRP A	RIDGMAR MALL	RIDGMAR MALL	1822 GREEN OAKS RD	FORT WORTH	TX	76116-1702	US	2,610
1165	GRP A	WESTCHESTER S/C	WESTCHESTER S/C	8681 SW 24TH ST	MIAMI	FL	33155-2337	US	3,833
1166	GRP A	1317 N MAIN ST	1317 N MAIN ST		SUMMERVILLE	SC	29483-7342	US	2,700
1168	GRP A	CHINO TOWN CENTER	CHINO TOWN CENTER	5533 PHILADELPHIA ST	CHINO	CA	91710-7538	US	3,150
1169	GRP A	ATLANTIC TERMINAL	ATLANTIC TERMINAL	139 FLATBUSH AVE	BROOKLYN	NY	11217-1403	US	3,500
1172	GRP A	TOWNE CENTER LAKESIDE	TOWNE CENTER LAKESIDE	16312 SOUTHWEST FREEWAY	SUGAR LAND	TX	77479-0000	US	2,800
1173	GRP A	ROSEVILLE CENTER	ROSEVILLE CENTER	1921 DOUGLAS BLVD	ROSEVILLE	CA	95661-3817	US	2,800
1177	GRP A	SOUTHWEST PLAZA	SOUTHWEST PLAZA	8501 W BOWLES AVE	LITTLETON	CO	80123-9502	US	2,902
1185	GRP A	FRY ROAD CROSSING	FRY ROAD CROSSING	1741 N FRY RD	KATY	TX	77449-3347	US	2,800
1189	GRP A	CENTER POINT PLAZA	CENTER POINT PLAZA	804 W STREET RD	WARMINSTER	PA	18974-3125	US	3,000
1190	GRP A	GEORGIA SQUARE	GEORGIA SQUARE	3700 ATLANTA HWY	ATHENS	GA	30606-7201	US	2,750
1191	GRP A	THE MALL AT STONECREST	THE MALL AT STONECREST	2929 TURNER HILL RD	LITHONIA	GA	30038-2527	US	2,900
1193	GRP A	IRVING MALL	IRVING MALL	3723 IRVING MALL	IRVING	TX	75062-5157	US	3,178
1194	GRP A	3518 BERGENLINE AVE # 3	3518 BERGENLINE AVE # 3520		UNION CITY	NJ	07087-4751	US	4,552
1197	GRP A	GREENRIDGE PLAZA	GREENRIDGE PLAZA	1618 NAY AUG AVE	SCRANTON	PA	18509-1868	US	3,500
1199	GRP A	3601 RIVERS AVE	3601 RIVERS AVE		CHARLESTON	SC	29405-7038	US	3,060
1200	GRP A	301 N HIGHWAY 190 STE A	301 N HIGHWAY 190 STE A2		COVINGTON	LA	70433-5057	US	3,200
1202	GRP A	COASTAL WAY SHOPPING	COASTAL WAY SHOPPING CENTER	13107 CORTEZ BLVD	BROOKSVILLE	FL	34613-4802	US	2,656
1203	GRP A	WESTGATE SC	WESTGATE SC	8847 VETERANS BLVD	METAIRIE	LA	70003-5268	US	3,000
1206	GRP A	SHOPS AT CLERMONT	SHOPS AT CLERMONT	2670 E HIGHWAY 50 BAYS 3 AND F	CLERMONT	FL	34711-3184	US	2,800
1207	GRP A	MAGNOLIA PLAZA	MAGNOLIA PLAZA	50 HWY 79 BYPASS NORTH	MAGNOLIA	AR	71754-0000	US	2,800
1208	GRP A	BELLE TERRE SHOPPING	BELLE TERRE SHOPPING CENTER	1800 W AIRLINE HWY	LA PLACE	LA	70068-3335	US	3,060
1211	GRP A	CORAL SKY PLAZA	CORAL SKY PLAZA	510 SR #7	ROYAL PALM BEACH	FL	33411-0000	US	2,800
1212	GRP A	NEW SMYRNA BEACH REG	NEW SMYRNA BEACH REGIONAL S/C	1996 HWY 44	NEW SMYRNA BEACH	FL	32168-8349	US	2,900
1213	GRP A	DESERT PALMS POWER C	DESERT PALMS POWER CENTRE	3833 E THOMAS RD	PHOENIX	AZ	85018-7511	US	2,800
1224	GRP A	RICHMOND RANCH SC	RICHMOND RANCH SC	220 RICHMOND RANCH RD	TEXARKANA	TX	75503-3838	US	2,800
1226	GRP A	BABY SUPERSTORE PLAZA	BABY SUPERSTORE PLAZA	7554 W COMMERCIAL BLVD	LAUDERHILL	FL	33319-2132	US	3,000
1230	GRP A	WEST TOWN CORNERS	WEST TOWN CORNERS	280 S SR 434	ALTAMONTE SPRINGS	FL	32714-3859	US	3,200
1231	GRP A	THE PLAZA AT CEDAR HILL	THE PLAZA AT CEDAR HILL	352 NORTH HIGHWAY 67	CEDAR HILL	TX	75106-0000	US	3,000
1233	GRP A	NORTH PARK PLAZA	NORTH PARK PLAZA	5852 EASTEX FREEWAY	BEAUMONT	TX	77708-4824	US	2,970
1234	GRP A	SHOPS AT AUBURNDALE	SHOPS AT AUBURNDALE	2052 HWY 92 WEST	AUBURNDALE	FL	33823-0000	US	3,180
1235	GRP A	PLAZA AT POST FALLS	PLAZA AT POST FALLS	710 CECIL RD	POST FALLS	ID	83854-0000	US	2,840
1236	GRP A	CROSSROADS PLAZA SC	CROSSROADS PLAZA SC	50 ROUTE 17K	NEWBURGH	NY	12550-0000	US	5,600
1237	GRP A	KMART SHOPPING CENTE	KMART SHOPPING CENTER	3062 STATE ROUTE 35	HAZLET	NJ	07730-1505	US	2,792
1242	GRP A	UNIVERSITY MALL	UNIVERSITY MALL	1122 N UNIVERSITY DR # 0	NACOGDOCHES	TX	75961-4264	US	3,200
1243	GRP A	EAST GATE SHOPPING C	EAST GATE SHOPPING CENTER	2329 E HILLSBOROUGH AVE	TAMPA	FL	33610-4404	US	3,360
1245	GRP A	CORAL RIDGE MALL	CORAL RIDGE MALL	3200 N FEDERAL HWY	FORT LAUDERDALE	FL	33306-1062	US	4,000
1247	GRP A	FT MYERS SHOPPING CEN	FT MYERS SHOPPING CENTER	4155 PALM BEACH BLVD	FORT MYERS	FL	33916-3410	US	3,000
1249	GRP A	LAUDERHILL MALL	LAUDERHILL MALL	1429 N W 40TH AVENUE	FORT LAUDERDALE	FL	33313-5805	US	4,800
1262	GRP A	PARK CENTRAL CROSSING	PARK CENTRAL CROSSING	8555 MEMORIAL BLVD	PORT ARTHUR	TX	77640-0000	US	2,795
1265	GRP A	TOWN AND COUNTRY SC	TOWN AND COUNTRY SC	205 HWY 19 SOUTH	PALATKA	FL	32177-3937	US	3,000
1268	GRP A	18299 NW 27TH AVE	18299 NW 27TH AVE		CAROL CITY	FL	33056-3510	US	4,333
1269	GRP A	NORTHSIDE SC	NORTHSIDE SC	7900 NW 27TH AVE	MIAMI	FL	33147-4902	US	7,375
1271	GRP A	3980 S MILITARY TRL	3980 S MILITARY TRL		LAKE WORTH	FL	33463-3434	US	3,182
1278	GRP A	BRAZOS TOWN CENTER	BRAZOS TOWN CENTER	24820 COMMERCIAL DR	ROSENBERG	TX	77471-0000	US	3,600
1283	GRP A	BIG LAKE SHOPPING CENT	BIG LAKE SHOPPING CENTER	946 S MAIN	BELLE GLADE	FL	33430-4226	US	3,000
1291	GRP A	ORANGE PARK MALL	ORANGE PARK MALL	1910 WELLS RD	ORANGE PARK	FL	32073-6771	US	3,056
1297	GRP A	MALL OF AMERICAS	MALL OF AMERICAS	7795 WEST FLAGLER ST	MIAMI	FL	33144-2303	US	4,380
1303	GRP A	MAGIC CITY SHPG CNTR	MAGIC CITY SHPG CNTR	189 WOOSTER RD N	BARBERTON	OH	44203-2558	US	3,625
1304	GRP A	MONDAWMIN MALL	MONDAWMIN MALL	2401 LIBERTY HEIGHTS AVE SP 2205	BALTIMORE	MD	21215-8026	US	3,232
1307	GRP A	CROSSROADS MARKET PL	CROSSROADS MARKET PLACE	3055 COLUMBIA BLVD	TITUSVILLE	FL	32780-7863	US	2,590
1308	GRP A	WHITE LANE PLAZA	WHITE LANE PLAZA	2200 WHITE LANE	BAKERSFIELD	CA	93304-4678	US	2,800
1309	GRP A	UNIVERSITY MALL	UNIVERSITY MALL	1237 E MAIN ST	CARBONDALE	IL	62901-3114	US	3,000
1311	GRP A	EVERETT MALL	EVERETT MALL	1402 SE EVERETT MALL WAY	EVERETT	WA	98208-2824	US	3,100
1312	GRP A	TARGET CENTER	TARGET CENTER	1050-F FORDING ISLAND RD	BLUFFTON	SC	29910-0000	US	2,800
1313	GRP A	141 E FLAGLER ST	141 E FLAGLER ST		MIAMI	FL	33131-1101	US	7,002

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
1316	GRP A	489 HIALEAH DR # 1	489 HIALEAH DR # 1		HIALEAH	FL	33010-5320	US	4,000
1321	GRP A	TOWNE MALL	TOWNE MALL	1704 N DIXIE HWY	ELIZABETHTOWN	KY	42701-9449	US	3,000
1323	GRP A	UNIVERSITY MALL	UNIVERSITY MALL	575 E UNIVERSITY PKWY	OREM	UT	84097-7528	US	3,110
1324	GRP A	4600 SUMMER AVE	4600 SUMMER AVE		MEMPHIS	TN	38122-4136	US	3,060
1329	GRP A	SANTA FE PLACE	SANTA FE PLACE	4250 CERRILLOS RD SPACE 144	SANTA FE	NM	87592-4697	US	2,884
1331	GRP A	THE LEGENDS AT VILLAGE	THE LEGENDS AT VILLAGE WEST	10920 STADIUM PKWY	KANSAS CITY	KS	66111-8100	US	3,172
1332	GRP A	FORT HENRY MALL	FORT HENRY MALL	2101 FORT HENRY DR	KINGSFORT	TN	37664-3659	US	2,864
1334	GRP A	SOUTHERN SC	SOUTHERN SC	7525 TIDEWATER DR	NORFOLK	VA	23505-3700	US	3,094
1338	GRP A	CERMAK COURT	CERMAK COURT	2537 W CERMAK RD	CHICAGO	IL	60608-3719	US	3,000
1344	GRP A	GREENBRIER MALL	GREENBRIER MALL	1401 GREENBRIER PKY	CHESAPEAKE	VA	23320-2830	US	3,500
1346	GRP A	GREENWOOD MALL	GREENWOOD MALL	2625 SCOTTSVILLE RD	BOWLING GREEN	KY	42104-4477	US	2,535
1348	GRP A	HILLTOP CENTER	HILLTOP CENTER	1611 HILLTOP DR STE A	REDDING	CA	96002-0254	US	4,410
1361	GRP A	ALTON SQUARE	ALTON SQUARE	106 ALTON SQ	ALTON	IL	62002-5917	US	3,377
1362	GRP A	CHATHAM VILLAGE SQUARE	CHATHAM VILLAGE SQUARE	8552 S COTTAGE GROVE	CHICAGO	IL	60619-0000	US	2,500
1363	GRP A	4225 S LOOP 289	4225 S LOOP 289		LUBBOCK	TX	79423-1100	US	3,061
1368	GRP A	GRAND PLAZA	GRAND PLAZA	3300 E I-40 HWY	AMARILLO	TX	79103-4831	US	3,000
1369	GRP A	1417 MERRITT BLVD	1417 MERRITT BLVD		BALTIMORE	MD	21222-2111	US	3,179
1373	GRP A	MIRA MESA SC WEST	MIRA MESA SC WEST	8155 MIRA MESA BLVD	SAN DIEGO	CA	92126-2635	US	2,805
1377	GRP A	CROSSROADS TOWNE CENTER	CROSSROADS TOWNE CENTER	3855 S GILBERT RD	GILBERT	AZ	85297-0000	US	3,978
1380	GRP A	QUARTERMASTER PLAZA	QUARTERMASTER PLAZA SC	2240 OREGON AVE H3	PHILADELPHIA	PA	19145-4121	US	3,000
1383	GRP A	BERKSHIRE MALL	BERKSHIRE MALL	1665 STATE HILL ROAD	READING	PA	19610-1900	US	3,125
1385	GRP A	VINEYARD PLAZA	VINEYARD PLAZA	3964 VINEYARD DR	DUNKIRK	NY	14048-3522	US	2,800
1388	GRP A	FOUNTAIN SQUARE	FOUNTAIN SQUARE	350 E BELL ROAD 14.15	PHOENIX	AZ	85022-6311	US	3,000
1393	GRP A	NORTHSIDE MARKETPLACE	NORTHSIDE MARKETPLACE	2277 GALLATIN PIKE N	MADISON	TN	37115-2018	US	2,500
1394	GRP A	TEMPLE MALL	TEMPLE MALL	3111 S 31ST ST	TEMPLE	TX	76502-1956	US	2,918
1396	GRP A	MALL DEL NORTE	MALL DEL NORTE	5300 SAN DARIO AVE	LAREDO	TX	78041-3002	US	4,345
1397	GRP A	SOONER MALL	SOONER MALL	3215 W MAIN ST	NORMAN	OK	73072-4806	US	2,800
1398	GRP A	CYPRESS COURTYARD	CYPRESS COURTYARD	1078 CYPRESS PKWY	KISSIMMEE	FL	34759-0000	US	2,800
1400	GRP A	THE SOUTH BAY GALLERIA	THE SOUTH BAY GALLERIA	1815 HAWTHORNE BLVD	REDONDO BEACH	CA	90278-3424	US	2,536
1406	GRP A	SUMMITWOOD CROSSING	SUMMITWOOD CROSSING	1734 NW CHIPMAN RD	LEES SUMMIT	MO	64081-2447	US	2,715
1419	GRP A	ROGUE VALLEY MALL	ROGUE VALLEY MALL	1600 N RIVERSIDE AVE	MEDFORD	OR	97501-4661	US	2,651
1422	GRP A	WYNNEWOOD VILLAGE	WYNNEWOOD VILLAGE	655 W. ILLINOIS AVE STE 926	DALLAS	TX	75224-1826	US	3,225
1423	GRP A	SELMA SC	SELMA SC	2837 WHITSON ST	SELMA	CA	93662-2623	US	2,990
1427	GRP A	MUSIC CITY MALL	MUSIC CITY MALL	4101 E 42ND ST	ODESSA	TX	79762-7239	US	3,526
1429	GRP A	ALAMEDA SOUTH SHORE CENTER	ALAMEDA SOUTH SHORE CENTER	2202 J SOUTH SHORE CENTER	ALAMEDA	CA	94501-5746	US	3,921
1433	GRP A	CYPRESS FASHION PLAZA	CYPRESS FASHION PLAZA	6868 KATELLA AVE	CYPRESS	CA	90630-5108	US	2,830
1435	GRP A	CRENSHAW/IMPERIAL SC	CRENSHAW/IMPERIAL SC	11312 CRENSHAW BLVD	INGLEWOOD	CA	90303-2807	US	3,500
1440	GRP A	ALEMED AMERICAS CENTER	ALEMED AMERICAS CENTER	9417 ALEMED AVE	EL PASO	TX	79907-5601	US	3,010
1443	GRP A	WHARTON SQUARE	WHARTON SQUARE	2001 WHARTON ST	PITTSBURGH	PA	15203-1915	US	2,736
1444	GRP A	EAST TABLELAND	EAST TABLELAND	1221 S GILBERT RD	MESA	AZ	85204-6078	US	3,010
1446	GRP A	LINDELL MARKET PLACE	LINDELL MARKET PLACE	4159 LINDELL BLVD	SAINT LOUIS	MO	63108-2913	US	3,150
1463	GRP A	GREENBRIAR MALL	GREENBRIAR MALL	2841 GREENBRIAR PKY SW	ATLANTA	GA	30331-2620	US	4,786
1465	GRP A	JANAF SHOPPING CENTER	JANAF SHOPPING CENTER	5900 E VIRGINIA BEACH BLVD UNIT 2	NORFOLK	VA	23502-2518	US	6,820
1471	GRP A	WESTGATE CENTER	WESTGATE CENTER	1600 SARATOGA AVE	SAN JOSE	CA	95129-5101	US	3,171
1472	GRP A	FOX VALLEY MALL	FOX VALLEY MALL	1164 FOX VALLEY MALL	AURORA	IL	60504-4107	US	2,885
1474	GRP A	1001 WEST MITCHELL ST	1001 WEST MITCHELL ST		MILWAUKEE	WI	53204-3308	US	4,700
1477	GRP A	ALMEDA CROSSING SHOPPING CENTER	ALMEDA CROSSING SHOPPING CENTER	10013 ALMEDA GENOA RD STE G	HOUSTON	TX	77075-0000	US	3,000
1485	GRP A	5670 W 3500 S	5670 W 3500 S		WEST VALLEY CITY	UT	84128-2602	US	3,120
1487	GRP A	730 CANAL STREET	730 CANAL STREET		NEW ORLEANS	LA	70130-2310	US	2,820
1488	GRP A	MCMINNVILLE PLAZA	MCMINNVILLE PLAZA	2280 N HIGHWAY 99W	MCMINNVILLE	OR	97128-9219	US	3,960
1489	GRP A	TIMES SQUARE	TIMES SQUARE	3656 W SHAW AVE	FRESNO	CA	93711-3231	US	2,820
1494	GRP A	JORDAN LANDING	JORDAN LANDING	7104 SOUTH PLAZA CENTER DR	WEST JORDAN	UT	84084-1761	US	8,357
1499	GRP A	GULF VIEW SQUARE	GULF VIEW SQUARE	9409 US HIGHWAY 19	PORT RICHEY	VA	34668-4625	US	2,745
1507	GRP A	MOUNT VERNON PLAZA	MOUNT VERNON PLAZA	7716 RICHMOND HWY	ALEXANDRIA	VA	22306-2843	US	3,518
1512	GRP A	MONTCLAIR PLACE	MONTCLAIR PLACE	2168 E MONTCLAIR PLAZA LN	MONTCLAIR	CA	91763-1535	US	2,918
1514	GRP A	WETHERSFIELD SHOPPING CENTER	WETHERSFIELD SHOPPING CENTER	1063 SILAS DEANE HIGHWAY	WETHERSFIELD	CT	06109-4229	US	3,515
1518	GRP A	NISSAN MALL	NISSAN MALL	2901 E COLLEGE AVE	STATE COLLEGE	PA	16801-7529	US	3,333
1521	GRP A	LYCOMING MALL	LYCOMING MALL	300 LYCOMING MALL CIRCLE	MUNCY	PA	17756-8079	US	3,763
1524	GRP A	BEST MARSHALL PLAZA	BEST MARSHALL PLAZA	721 W 2ND ST STE A	SAN BERNARDINO	CA	92410-3261	US	2,700
1525	GRP A	CHERRYDALE POINT SC	CHERRYDALE POINT SC	1508 POINTSET HWY	GREENVILLE	SC	29609-2929	US	2,400
1539	GRP A	SOUTHLAND MALL	SOUTHLAND MALL	20505 S DIXIE HWY	CUTLER BAY	FL	33189-1227	US	3,847
1542	GRP A	WESTVIEW MALL	WESTVIEW MALL	5814 BALTIMORE NATIONAL PIKE	BALTIMORE	MD	21228-1335	US	2,553
1543	GRP A	THE DISTRICT	THE DISTRICT	11511 PARKWAY PLAZA DR	SOUTH JORDAN	UT	84095-0000	US	3,076
1544	GRP A	SCOTT'S VALLEY S/C	SCOTT'S VALLEY S/C	266A MOUNT HERMON RD	SCOTT'S VALLEY	CA	95066-4024	US	2,950
1548	GRP A	SEARS SC	SEARS SC	4618 FOREST HILL BLVD	WEST PALM BEACH	FL	33415-5724	US	3,600
1549	GRP A	GROVE CITY PREMIUM OUTLETS	GROVE CITY PREMIUM OUTLETS	1911 LEEBURY GROVE CITY RD	GROVE CITY	PA	16127-0000	US	2,696
1551	GRP A	THE LAKES MALL	THE LAKES MALL	5600 HARVEY	MUSKEGON	MI	49444-0000	US	2,686
1553	GRP A	FASHION FAIRE PLACE	FASHION FAIRE PLACE	15100 HESPERIAN BLVD	SAN LEANDRO	CA	94578-3600	US	3,437
1554	GRP A	YORK MARKETPLACE	YORK MARKETPLACE	2539 E MARKET ST	YORK	PA	17402-2403	US	3,573
1556	GRP A	UNIVERSITY MALL	UNIVERSITY MALL	155 DORSET STREET	SOUTH BURLINGTON	VT	05403-6346	US	3,500
1562	GRP A	MARKET PLACE WEST SHOPPING CENTER	MARKET PLACE WEST SHOPPING CENTER	3009 W 11TH AVE	EUGENE	OR	97402-3101	US	2,592
1563	GRP A	MANASSAS MALL	MANASSAS MALL	8300 SUDLEY RD	MANASSAS	VA	20109-3458	US	2,487
1565	GRP A	VICTORY CROSSING	VICTORY CROSSING	4010 VICTORY BLVD	PORTSMOUTH	VA	23701-2820	US	3,150
1570	GRP A	MAYFAIR SHOPPING CENTER	MAYFAIR SHOPPING CENTER	6434 SACKETT ST	PHILADELPHIA	PA	19149-3140	US	3,133
1574	GRP A	SUFFOLK SHOPPING CENTER	SUFFOLK SHOPPING CENTER	1407 N MAIN ST	SUFFOLK	VA	23434-4352	US	3,000
1576	GRP A	EASTPOINT MALL	EASTPOINT MALL	7826 EASTPOINT MALL	BALTIMORE	MD	21224-2119	US	4,130
1577	GRP A	VALUE CITY SC	VALUE CITY SC	5245 RIDGE AVE	CINCINNATI	OH	45213-2509	US	2,404
1580	GRP A	OAKWOOD MALL	OAKWOOD MALL	4800 GOLF RD	EAU CLAIRE	WI	54701-9024	US	5,711
1583	GRP A	6661 SW 8TH ST	6661 SW 8TH ST		MIAMI	FL	33144-4817	US	3,300
1594	GRP A	DEKALB MARKET SQUARE	DEKALB MARKET SQUARE	2350 SYCAMORE RD	DEKALB	IL	60115-2000	US	2,400
1599	GRP A	COUNTY FAIR MALL	COUNTY FAIR MALL	1264 E GIBSON RD	WOODLAND	CA	95776-6316	US	2,636
1603	GRP A	LAS AMERICAS PLAZA V	LAS AMERICAS PLAZA V	11865 SW 26TH ST	MIAMI	FL	33175-2471	US	2,975
1604	GRP A	THE COLONY SQUARE	THE COLONY SQUARE	5001 MAIN ST	THE COLONY	TX	75056-2266	US	2,795
1606	GRP A	RIVERS EDGE CENTRE	RIVERS EDGE CENTRE	560 JACKSON BLVD	ERWIN	NC	28339-0000	US	3,000
1607	GRP A	7015 S 1300 E	7015 S 1300 E		MIDVALE	UT	84047-1860	US	4,260
1610	GRP A	MAGIC VALLEY MALL	MAGIC VALLEY MALL	1485 POLELINE RD E	TWIN FALLS	ID	83301-3588	US	2,659
1623	GRP A	OAKWOOD CENTER	OAKWOOD CENTER	197 WESTBANK EXPY	GRETNA	LA	70053-2549	US	3,444
1624	GRP A	CIRCLE PLAZA	CIRCLE PLAZA	6716 BLACK HORSE PIKE	EGG HARBOR TOWNSHIP	NJ	08234-3910	US	3,040
1625	GRP A	VILLAGE SHOPPES OF GAINESVILLE	VILLAGE SHOPPES OF GAINESVILLE	891 DAWSONVILLE HIGHWAY 190	GAINESVILLE	GA	30501-2637	US	2,798
1628	GRP A	LOUIS JOLIET MALL	LOUIS JOLIET MALL	3340 MALL LOOP DR	JOLIET	IL	60435-1057	US	3,201
1631	GRP A	WHEATLAND PLAZA	WHEATLAND PLAZA	3215 KIRKWOOD DR	DALLAS	TX	75237-0000	US	2,975
1634	GRP A	BUCKINGHAM PLAZA	BUCKINGHAM PLAZA	1501 A W BUCKINGHAM PLAZA	GARLAND	TX	75042-4204	US	3,000

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
1635	GRP A	TYRONE SQUARE	TYRONE SQUARE	2361 TYRONE WAY	SAINT PETERSBURG	FL	33710-3970	US	3,043
1637	GRP A	OAKLAWN PROMENADE	OAKLAWN PROMENADE	6356 W 95TH ST	OAK LAWN	IL	60453-2202	US	2,600
1639	GRP A	HAMILTON TOWN CENTER	HAMILTON TOWN CENTER	14002 HOARD DR	NOBLESVILLE	IN	46060-0000	US	3,000
1642	GRP A	1651 GORDON HIGHWAY	1651 GORDON HIGHWAY		AUGUSTA	GA	30906-2220	US	3,158
1643	GRP A	MIAMI INTERNATIONAL	MIAMI INTERNATIONAL	1455 NW 107 AVE	MIAMI	FL	33172-2723	US	4,285
1644	GRP A	THE PAVILION	THE PAVILION	16408 BEACH BLVD	WESTMINSTER	CA	92683-7835	US	2,911
1646	GRP A	HAMMERLY PLAZA	HAMMERLY PLAZA	10148 HAMMERLY BLVD	HOUSTON	TX	77080-5010	US	3,000
1648	GRP A	TILLMANS CORNERS	TILLMANS CORNERS	5300 HALLS MILL RD	MOBILE	AL	36619-9613	US	2,820
1649	GRP A	BAY PARK SQUARE	BAY PARK SQUARE	607 BAY PARK SQUARE	GREEN BAY	WI	54304-5202	US	3,329
1650	GRP A	NEWPARK MALL	NEWPARK MALL	2215 NEWPARK MALL	NEWARK	CA	94560-5248	US	3,008
1651	GRP A	THE FLORIDA MALL	THE FLORIDA MALL	8001 S ORANGE BLOSSOM TRAIL	ORLANDO	FL	32809-7654	US	3,545
1656	GRP A	HARBOR VIEW STATION	HARBOR VIEW STATION	6255 COLLEGE DR	SUFFOLK	VA	23435-3309	US	2,400
1670	GRP A	WIRE GRASS COMMONS	WIRE GRASS COMMONS	900 COMMONS DRIVE #103	DOTHAN	AL	36303-2200	US	3,414
1672	GRP A	MARYLAND CROSSING	MARYLAND CROSSING	4011 S MARYLAND PKY	LAS VEGAS	NV	89119-7548	US	2,880
1675	GRP A	VILLAGE SHOPPING CENTE	VILLAGE SHOPPING CENTER	3020 N MAIN	HOPE MILLS	NC	28348-1731	US	2,975
1680	GRP A	5719 APPALACHIAN HWY	5719 APPALACHIAN HWY		BLUE RIDGE	GA	30513-4248	US	2,800
1683	GRP A	GALLERY AT HARBORPLAC	GALLERY AT HARBORPLACE	200 E PRATT ST	BALTIMORE	MD	21202-6111	US	3,000
1684	GRP A	GALLERIA SHOPPING CENT	GALLERIA SHOPPING CENTER	1816 GALLERIA BLVD	CHARLOTTE	NC	28270-2409	US	3,093
1689	GRP A	SOUTHDALE S/C	SOUTHDALE S/C	10 MOUNTAIN RD	GLEN BURNIE	MD	21060-7974	US	3,842
1690	GRP A	1593 NIAGARA FALLS BLVD	1593 NIAGARA FALLS BLVD	SUITE 350	AMHERST	NY	14228-2705	US	2,268
1691	GRP A	RIVERTOWNE COMMONS	RIVERTOWNE COMMONS	6153 OXON HILL RD	OXON HILL	MD	20745-3108	US	3,700
1692	GRP A	LARWIN SQUARE	LARWIN SQUARE	616 E FIRST STREET	TUSTIN	CA	92780-3418	US	2,600
1697	GRP A	ROSS PARK MALL	ROSS PARK MALL	1000 ROSS PARK MALL DR	PITTSBURGH	PA	15237-0000	US	3,000
1698	GRP A	1359 E MANNING AVE	1359 E MANNING AVE		REEDLEY	CA	93654-2352	US	2,925
1699	GRP A	FAIRLANE MEADOWS SHO	FAIRLANE MEADOWS SHOPPING CEN	16201 FORD RD	DEARBORN	MI	48126-2945	US	3,126
1700	GRP A	CAROLINA PLACE MALL	CAROLINA PLACE MALL	11025 CAROLINA PLACE PARKWAY	PINEVILLE	NC	28134-8843	US	3,218
1701	GRP A	ALEXANDRIA MALL	ALEXANDRIA MALL	3437 MASONIC DR	ALEXANDRIA	LA	71301-3686	US	2,650
1709	GRP A	TOWNE WEST SQUARE	TOWNE WEST SQUARE	4600 W KELLOGG	WICHITA	KS	67209-2568	US	2,900
1711	GRP A	THE EMPIRE	THE EMPIRE	340 EMPIRE MALL	SIOUX FALLS	SD	57106-6507	US	3,365
1713	GRP A	LANGLEY PARK PLAZA	LANGLEY PARK PLAZA	7943 NEW HAMPSHIRE AVE	HYATTSVILLE	MD	20783-4609	US	5,400
1715	GRP A	MAPLEWOOD MALL	MAPLEWOOD MALL	3001 WHITE BEAR AVE N	MAPLEWOOD	MN	55109-1215	US	3,903
1718	GRP A	WAL MART PLAZA	WAL MART PLAZA	1857 PLAZA DRIVE	OLEAN	NY	14760-1835	US	3,080
1720	GRP A	EFFINGHAM CROSSROADS	EFFINGHAM CROSSROADS	1302 AVENUE OF MID AMERICA	EFFINGHAM	IL	62401-4588	US	2,960
1722	GRP A	SAWMILL SQUARE	SAWMILL SQUARE	910 SAWMILL RD	LAUREL	MS	39440-3951	US	2,859
1733	GRP A	MALL AT PRINCE GEORGE	MALL AT PRINCE GEORGES	3500 EAST-WEST HWY	HYATTSVILLE	MD	20782-1916	US	3,562
1735	GRP A	SUNRISE MALL	SUNRISE MALL	2370 N EXPRESSWAY	BROWNSVILLE	TX	77526-1606	US	3,180
1737	GRP A	LARGO PLAZA	LARGO PLAZA	10498 CAMPUS WAY SOUTH	UPPER MARLBORO	MD	20774-1387	US	3,200
1741	GRP A	CLEARVIEW MALL	CLEARVIEW MALL	101 CLEARVIEW CIRCLE	BUTLER	PA	16001-1576	US	2,300
1745	GRP A	NORTHWOODS MALL	NORTHWOODS MALL	4501 N WAR MEMORIAL DR	PEORIA	IL	61613-1000	US	3,062
1747	GRP A	VALLEY MALL	VALLEY MALL	17301 VALLEY MALL RD	HAGERSTOWN	MD	21740-6966	US	5,200
1748	GRP A	PIERRE BOSSIER MALL	PIERRE BOSSIER MALL	2950 E TEXAS ST	BOSSIER CITY	LA	71111-3265	US	3,127
1749	GRP A	MILLER HILL MALL	MILLER HILL MALL	1600 MILLER TRUNK HWY	DULUTH	MN	55811-5640	US	3,044
1757	GRP A	SPOTSYLVANIA MALL	SPOTSYLVANIA MALL	840 SPOTSYLVANIA MALL	FREDERICKSBURG	VA	22407-1123	US	2,624
1760	GRP A	COLLEGE MALL	COLLEGE MALL	3066 E 3RD ST	BLOOMINGTON	IN	47401-0000	US	3,434
1764	GRP A	CHAMBERSBURG MALL	CHAMBERSBURG MALL	3055 BLACK GAP RD	CHAMBERSBURG	PA	17201-9734	US	2,762
1766	GRP A	FOOD WORLD PLAZA SOUT	FOOD WORLD PLAZA SOUTH	600 SKYLAND BLVD E	TUSCALOOSA	AL	35405-4037	US	4,736
1767	GRP A	LA PALMERA SHOPPING C	LA PALMERA SHOPPING CENTER	5488 S PADRE ISLAND DR STE 1362	CORPUS CHRISTI	TX	78411-4117	US	3,360
1769	GRP A	GREENWOOD PARK MALL	GREENWOOD PARK MALL	1251 US HIGHWAY 31 N	GREENWOOD	IN	46142-4503	US	3,672
1772	GRP A	SOUTH PARK MALL	SOUTH PARK MALL	2310 SW MILITARY DR	SAN ANTONIO	TX	78224-1409	US	3,681
1775	GRP A	VIEWMONT MALL	VIEWMONT MALL	800 VIEWMONT MALL	SCRANTON	PA	18519-0000	US	2,920
1780	GRP A	BUTLER PLAZA NORTH	BUTLER PLAZA NORTH	3965 PLAZA BLVD SUITE 50	GAINESVILLE	FL	32608-2443	US	6,144
1782	GRP A	MARKS SQUARE	MARKS SQUARE	4600 MOBILE HWY	PENSACOLA	FL	32506-3529	US	3,000
1783	GRP A	VALLEY VIEW PLAZA	VALLEY VIEW PLAZA	3304 S WESTERN AVE	MARION	IN	46953-0000	US	3,300
1787	GRP A	GATEWAY PLAZA	GATEWAY PLAZA	499 SUNRISE HWY W 21	PATCHOGUE	NY	11772-2200	US	2,500
1788	GRP A	AURORA PLAZA S/C	AURORA PLAZA S/C	673 PEORIA ST	AURORA	CO	80011-8228	US	3,000
1790	GRP A	VILLAGE WEST SHOPPING	VILLAGE WEST SHOPPING CENTER	8555 W BELLEVUE AVE	LITTLETON	CO	80123-7307	US	3,470
1793	GRP A	PLAZA LA CIENEGA	PLAZA LA CIENEGA	1831 LA CIENEGA BOULEVARD	LOS ANGELES	CA	90035-4603	US	2,611
1795	GRP A	THE MARKETPLACE	THE MARKETPLACE	834 E VALLEY BLVD	ALHAMBRA	CA	91801-5225	US	3,750
1798	GRP A	10222 N 43RD AVE	10222 N 43RD AVE		GLENDALE	AZ	85302-2037	US	2,900
1799	GRP A	TALAVI TOWNE CENTRE	TALAVI TOWNE CENTRE	5795 W BELL RD	GLENDALE	AZ	85308-0000	US	2,750
1802	GRP A	HOLIDAY VILLAGE S/C	HOLIDAY VILLAGE S/C	1200 10TH AVE S	GREAT FALLS	MT	59405-4424	US	3,061
1807	GRP A	CLACKAMAS TOWN CENTE	CLACKAMAS TOWN CENTER	12000 SE 82ND AVE	HAPPY VALLEY	OR	97086-7729	US	6,889
1810	GRP A	FOOTHILLS FASHION SHO	FOOTHILLS FASHION SHOPPING CENT	215 E FOOTHILLS PARKWAY	FORT COLLINS	CO	80525-2624	US	2,606
1811	GRP A	TOWN CENTER AT AUROR	TOWN CENTER AT AURORA	14200 E ALAMEDA AVE	AURORA	CO	80012-2511	US	4,005
1812	GRP A	GREELEY MALL	GREELEY MALL	1952 GREELEY MALL	GREELEY	CO	80631-8522	US	3,600
1815	GRP A	SANTA ROSA PLAZA	SANTA ROSA PLAZA	1031 SANTA ROSA PLAZA	SANTA ROSA	CA	95401-6340	US	2,414
1816	GRP A	VINTAGE FAIRE MALL	VINTAGE FAIRE MALL	3401 DALE RD	MODESTO	CA	95356-0505	US	3,266
1819	GRP A	VALLEY PLAZA	VALLEY PLAZA	2701 MING AVE	BAKERSFIELD	CA	93304-4440	US	3,754
1821	GRP A	CAPITAL MALL	CAPITAL MALL	625 BLACK LAKE BLVD STE 106	OLYMPIA	WA	98502-0000	US	2,983
1824	GRP A	THE COMMONS AT FEDER	THE COMMONS AT FEDERAL WAY	1812 S SEATAC MALL	FEDERAL WAY	WA	98003-6038	US	3,001
1828	GRP A	CHULA VISTA CENTER	CHULA VISTA CENTER	555 BROADWAY	CHULA VISTA	CA	91910-5346	US	3,758
1830	GRP A	NEWGATE MALL	NEWGATE MALL	1216 NEWGATE MALL	OGDEN	UT	84405-1707	US	3,126
1831	GRP A	BUENA PARK MALL	BUENA PARK MALL	8370 ON THE MALL	BUENA PARK	CA	90620-3243	US	3,600
1832	GRP A	BOWIE TOWN CENTER	BOWIE TOWN CENTER	15608 EMERALD WAY	BOWIE	MD	20716-0000	US	2,474
1833	GRP A	SUNRISE MALL	SUNRISE MALL	5951 SUNRISE MALL	CITRUS HEIGHTS	CA	95610-6901	US	3,323
1836	GRP A	MANATI PLAZA	MANATI PLAZA	10 CARR 149	MANATI	PR	00674-6215	Puerto R	2,710
1837	GRP A	3421 CENTURY BLVD	3421 CENTURY BLVD		INGLEWOOD	CA	90303-1218	US	3,000
1838	GRP A	WESTMINSTER MALL	WESTMINSTER MALL	2036 WESTMINSTER MALL	WESTMINSTER	CA	92683-4951	US	7,064
1839	GRP A	OAK SUMMIT	OAK SUMMIT	374 EAST HANES MILL RD	WINSTON SALEM	NC	27105-0000	US	2,800
1842	GRP A	SOUTHPORT COMMONS	SOUTHPORT COMMONS	4850 E SOUTHPORT RD	INDIANAPOLIS	IN	46237-3318	US	3,000
1843	GRP A	THE VINEYARD SC	THE VINEYARD SC	1205 N FM 1604 WEST	SAN ANTONIO	TX	78258-0000	US	2,800
1846	GRP A	LAS AMERICAS PREMIUM	LAS AMERICAS PREMIUM OUTLETS	4265 CAMINO DE LA PLAZA	SAN YSIDRO	CA	92173-3026	US	2,800
1852	GRP A	PRIEN LAKE MALL	PRIEN LAKE MALL	680 W PRIEN LAKE RD	LAKE CHARLES	LA	70601-8457	US	2,669
1855	GRP A	SPECTRUM TOWNE CENTE	SPECTRUM TOWNE CENTER	3935 GRAND AVE	CHINO	CA	91710-0000	US	2,700
1856	GRP A	TARGET SC	TARGET SC	1555 MARKET PLACE BLVD	CUMMING	GA	30041-7935	US	2,800
1857	GRP A	CHANDLER FASHION CENT	CHANDLER FASHION CENTER	3111 WEST CHANDLER BLVD	CHANDLER	AZ	85226-5082	US	2,700
1859	GRP A	WOODLAND MALL	WOODLAND MALL	3135 28TH ST SE SPACE F102	GRAND RAPIDS	MI	49512-0000	US	2,900
1860	GRP A	1402 164TH ST SW	1402 164TH ST SW	SUITE 305 306	LYNNWOOD	WA	98037-8515	US	2,601
1867	GRP A	PROGRESS PLAZA	PROGRESS PLAZA	1501 N BROAD ST	PHILADELPHIA	PA	19122-3319	US	2,990
1871	GRP A	MANHATTAN TOWN CENTE	MANHATTAN TOWN CENTER	100 MANHATTAN TOWN CTR	MANHATTAN	KS	66502-6001	US	3,047
1872	GRP A	QUAIL SPRINGS MALL	QUAIL SPRINGS MALL	2501 W MEMORIAL RD	OKLAHOMA CITY	OK	73134-8039	US	4,118
1873	GRP A	TULSA HILLS SHOPPING C	TULSA HILLS SHOPPING CENTER	7323 S OLYMPIA AVE	TULSA	OK	74132-0000	US	3,000

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Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
1875	GRP A	WALNUT SQUARE MALL	WALNUT SQUARE MALL	816 WALNUT SQUARE BLVD	DALTON	GA	30721-4595	US	2,375
1877	GRP A	NEPTUNE CITY SHOPPING	NEPTUNE CITY SHOPPING CENTER	116 3RD AVE	NEPTUNE CITY	NJ	07753-6400	US	3,175
1880	GRP A	TACOMA CENTRAL SC	TACOMA CENTRAL SC	3304 S 23RD ST	TACOMA	WA	98405-1699	US	2,932
1883	GRP A	VALLEY WEST MALL	VALLEY WEST MALL	1551 VALLEY WEST DR	WEST DES MOINES	IA	50266-1112	US	4,310
1884	GRP A	WESTFIELD WHEATON	WESTFIELD WHEATON	11160 VEIRS MILL RD	WHEATON	MD	20902-5915	US	3,715
1885	GRP A	MIAMI VALLEY CENTRE	MIAMI VALLEY CENTRE	987 E ASH ST SPACE D-4	PIQUA	OH	45356-4133	US	2,366
1888	GRP A	154 TOWNCENTER RD	154 TOWNCENTER RD		MATTESON	IL	60443-2245	US	3,028
1890	GRP A	3792 CLEVELAND AVE	3792 CLEVELAND AVE		FORT MYERS	FL	33901-7909	US	4,110
1893	GRP A	HAMDEN PLAZA	HAMDEN PLAZA	2100 DIXWELL AVENUE	HAMDEN	CT	06514-0000	US	3,250
1898	GRP A	HAMILTON MARKET	HAMILTON MARKET	406 MARKETPLACE BLVD	HAMILTON	NJ	08691-0000	US	2,800
1920	GRP A	COLONIAL TOWNPARK	COLONIAL TOWNPARK	801 INDUSTRIAL BLVD	SMYRNA	TN	37167-6875	US	3,051
1921	GRP A	POSNER COMMONS	POSNER COMMONS	1500 POSNER BLVD	DAVENPORT	FL	33837-3627	US	2,800
1922	GRP A	PADDOCK MALL	PADDOCK MALL	3100 SW COLLEGE RD STE 280A	OCALA	FL	34474-0000	US	3,000
1925	GRP A	NORTHEAST MARKETPLAC	NORTHEAST MARKETPLACE	10722 EASTEX FREEWAY	HOUSTON	TX	77093-0000	US	3,000
1926	GRP A	TONNELLE COMMONS	TONNELLE COMMONS	8800 TONNELLE AVE	NORTH BERGEN	NJ	07047-4709	US	4,000
1936	GRP A	3453 VALLEY PLAZA PARKV	3453 VALLEY PLAZA PARKWAY	SPACE E	FORT WRIGHT	KY	41011-0000	US	2,910
1938	GRP A	VILLAGE PARK PLAZA	VILLAGE PARK PLAZA	2009 3 EAST GREYHOUND PASS SP	CARMEL	IN	46032-0000	US	3,541
2000	GRP A	SOUTH LAKEVIEW PLAZA S	SOUTH LAKEVIEW PLAZA S/C	4404 LEMAY FERRY RD	SAINT LOUIS	MO	63129-1758	US	2,986
2003	GRP A	CAMP CREEK MARKETPLA	CAMP CREEK MARKETPLACE	3662 MARKET PLACE BLVD	EAST POINT	GA	30344-2027	US	2,873
2007	GRP A	SOUTHERN HILLS MALL	SOUTHERN HILLS MALL	4400 SARGEANT RD	SIOUX CITY	IA	51106-0000	US	2,746
2011	GRP A	MILLINGTON SHPG CNTR	MILLINGTON SHPG CNTR	8043 US HIGHWAY 51 N	MILLINGTON	TN	38053-1730	US	3,096
2015	GRP A	EMPIRE MALL	EMPIRE MALL	3921 W 41ST ST	SIOUX FALLS	SD	57106-0721	US	3,096
2017	GRP A	2003 S MISSION ST	2003 S MISSION ST		MOUNT PLEASANT	MI	48858-4424	US	2,940
2018	GRP A	6702 INDIANAPOLIS BLVD	6702 INDIANAPOLIS BLVD		HAMMOND	IN	46324-1708	US	3,096
2022	GRP A	TOWN AND COUNTRY SC	TOWN AND COUNTRY SC	701 N LEXINGTON SPRINGMILL RD	MANSFIELD	OH	44906-1224	US	3,060
2023	GRP A	MARKET SQUARE SHPG C	MARKET SQUARE SHPG CNTR	2206H S MARKET ST	BRENNHAM	TX	77833-5832	US	2,800
2024	GRP A	3760 S DORT HWY	3760 S DORT HWY		FLINT	MI	48507-2051	US	3,188
2027	GRP A	SILVERLAKE SHOPPING CE	SILVERLAKE SHOPPING CENTER	3101 SILVERLAKE VILLAGE DRIVE	PEARLAND	TX	77584-8082	US	2,804
2028	GRP A	GOLF PLAZA II	GOLF PLAZA II	1002 S ELMHURST RD	MOUNT PROSPECT	IL	60056-4240	US	3,200
2031	GRP A	ELDRIDGE CROSSING SHO	ELDRIDGE CROSSING SHOPPING CEN	12637 FM 1960 RD W	HOUSTON	TX	77065-4003	US	3,000
2032	GRP A	CENTRAL MALL	CENTRAL MALL	5111 ROGERS AVENUE	FORT SMITH	AR	72903-2047	US	3,244
2037	GRP A	ROCKWELL PLAZA	ROCKWELL PLAZA	7228 NORTHWEST HIGHWAY	OKLAHOMA CITY	OK	73132-0000	US	2,954
2039	GRP A	2200 OAKLAND AVE	2200 OAKLAND AVE		INDIANA	PA	15701-3385	US	2,920
2041	GRP A	UNIVERSITY PLAZA	UNIVERSITY PLAZA	401 N HIGHWAY 77 STE 20	WAXAHACHIE	TX	75165-1874	US	2,880
2042	GRP A	MALL AT SIERRA VISTA	MALL AT SIERRA VISTA	2200 EL MERCADO LOOP	SIERRA VISTA	AZ	85635-5217	US	3,706
2043	GRP A	IMPERIAL VALLEY MALL	IMPERIAL VALLEY MALL	3451 S DOGWOOD AVE	EL CENTRO	CA	92243-9673	US	3,183
2044	GRP A	SPRINGFIELD TOWN CENT	SPRINGFIELD TOWN CENTER MALL	6829 SPRINGFIELD MALL	SPRINGFIELD	VA	22150-0000	US	2,800
2045	GRP A	ALVIN 6 CENTER	ALVIN 6 CENTER	1591 EAST HIGHWAY 6	ALVIN	TX	77511-4600	US	2,800
2048	GRP A	5950 STATE HWY 6	5950 STATE HWY 6	SUTIE F	MISSOURI CITY	TX	77459-0000	US	3,000
2049	GRP A	NORTHTOWN MALL	NORTHTOWN MALL	3131 FOREST LANE	DALLAS	TX	75234-7783	US	3,000
2053	GRP A	GATEWAY CENTER	GATEWAY CENTER	1751 W HOWARD ST	CHICAGO	IL	60626-1645	US	6,443
2055	GRP A	THE SHOPS AT MISSION VI	THE SHOPS AT MISSION VIEJO	198 THE SHOPS AT MISSION VIEJO	MISSION VIEJO	CA	92691-0000	US	3,838
2057	GRP A	NORTH FOUNTAIN SC	NORTH FOUNTAIN SC	6344 S US HIGHWAY 85-87	FOUNTAIN	CO	80817-1006	US	3,000
2059	GRP A	2090 W GRAND RIVER AVE	2090 W GRAND RIVER AVE		OKEMOS	MI	48864-1707	US	2,880
2067	GRP A	3915 7TH ST	3915 7TH ST		BAY CITY	TX	77414-4513	US	3,096
2068	GRP A	4673 PRESIDENTIAL PARKV	4673 PRESIDENTIAL PARKWAY	SUITE 206	MACON	GA	31206-0000	US	2,783
2071	GRP A	OLYMPIC GATEWAY	OLYMPIC GATEWAY	1163 E WISHKAH ST	ABERDEEN	WA	98520-4201	US	2,976
2073	GRP A	RIVERVIEW SC	RIVERVIEW SC	3427 W COURT ST	PASCO	WA	99301-3871	US	3,000
2076	GRP A	KOHL'S PLAZA SHOPPING C	KOHL'S PLAZA SHOPPING CENTER	131 RONKONKOMA AVE	LAKE RONKONKOMA	NY	11779-0000	US	3,171
2084	GRP A	SOUTH PLAZA SHOPPING C	SOUTH PLAZA SHOPPING CENTER	23111 EUREKA RD	TAYLOR	MI	48180-5262	US	3,000
2088	GRP A	ARROWHEAD MALL	ARROWHEAD MALL	501 N MAIN ST	MUSKOGEE	OK	74401-6348	US	2,694
2090	GRP A	ALDERWOOD MALL	ALDERWOOD MALL	3000 184TH STREET SW	LYNNWOOD	WA	98037-4770	US	2,749
2091	GRP A	REDLANDS TOWN CENTER	REDLANDS TOWN CENTER	10010 ALABAMA ST	REDLANDS	CA	92374-2062	US	3,000
2092	GRP A	WENTZVILLE CROSSROAD	WENTZVILLE CROSSROADS	1957 WENTZVILLE PKWY	WENTZVILLE	MO	63385-3424	US	2,800
2096	GRP A	THE FORUM AT OLYMPIA	THE FORUM AT OLYMPIA	8352 AGORA PKWY	SELMA	TX	78154-1326	US	8,719
2102	GRP A	BURNSVILLE CENTER	BURNSVILLE CENTER	1051 BURNSVILLE CTR	BURNSVILLE	TX	55306-4438	US	2,788
2103	GRP A	GAINESVILLE SHOPPING C	GAINESVILLE SHOPPING CENTER	960 E HIGHWAY 82	GAINESVILLE	TX	76240-2720	US	4,000
2107	GRP A	PLATTE RIVER MALL	PLATTE RIVER MALL	1100 S DEWEY ST	NORTH PLATTE	NE	69101-6161	US	3,000
2109	GRP A	CUDAHY PLAZA	CUDAHY PLAZA	7913 ATLANTIC	CUDAHY	CA	90201-5710	US	3,000
2115	GRP A	KMART SC	KMART SC	3565 INDUSTRIAL DR	SANTA ROSA	CA	95403-2012	US	3,869
2116	GRP A	KING PLAZA	KING PLAZA	1415 E WALNUT ST	SEGUIN	TX	78155-0000	US	3,000
2120	GRP A	ROLLING OAKS COMMONS	ROLLING OAKS COMMONS	3211 ROLLING OAKS BOULEVARD	KISSIMMEE	FL	34747-3053	US	6,000
2126	GRP A	WALNUT SQUARE SC	WALNUT SQUARE SC	604 S WALNUT AVE	NEW BRAUNFELS	TX	78130-5723	US	5,500
2130	GRP A	PERU MALL	PERU MALL	26 PERU MALL	PERU	IL	61354-1029	US	3,406
2133	GRP A	TRINITY VALLEY SHPG CN	TRINITY VALLEY SHPG CNTR	2630 N JOSEY LN STE 101	CARROLLTON	TX	75007-5541	US	2,880
2136	GRP A	WESTFIELD MISSION VALL	WESTFIELD MISSION VALLEY	1640 CAMINO DEL RIO	SAN DIEGO	CA	92108-1506	US	2,926
2146	GRP A	COUNTRY CLUB VILLAGE	COUNTRY CLUB VILLAGE	1105 COUNTRY CLUB DR	MADERA	CA	93638-1537	US	3,000
2147	GRP A	LOUETTA CROSSING	LOUETTA CROSSING	20530 I 45 NORTH	SPRING	TX	77373-2931	US	2,800
2149	GRP A	SANTA MARIA SC	SANTA MARIA SC	1427 S BROADWAY	SANTA MARIA	CA	93454-6913	US	2,680
2150	GRP A	PALOUSE EMPIRE MALL	PALOUSE EMPIRE MALL	1996 W PULLMAN RD	MOSCOW	ID	83843-4013	US	2,880
2158	GRP A	SOUTHGATE CENTER	SOUTHGATE CENTER	20980 LIBBY RD	MAPLE HEIGHTS	OH	44137-2931	US	2,955
2159	GRP A	HILLCREST SHOPPING CE	HILLCREST SHOPPING CENTER	1701 N LARKIN AVE	CREST HILL	IL	60403-9731	US	2,900
2162	GRP A	3418 HIGHWAY 6 SOUTH	3418 HIGHWAY 6 SOUTH	SUITE A	HOUSTON	TX	77082-4204	US	2,800
2164	GRP A	MOHAVE PLAZA	MOHAVE PLAZA	3352 E ANDY DEVINE AVE # US66	KINGMAN	AZ	86401-3704	US	2,700
2165	GRP A	MAYFAIR MALL	MAYFAIR MALL	2500 N MAYFAIR ROAD	WAUWATOSA	WI	53226-1409	US	3,525
2169	GRP A	FREMONT PLAZA	FREMONT PLAZA	841 E 23RD ST	FREMONT	NE	68025-2444	US	3,150
2171	GRP A	GALLERIA DALLAS	GALLERIA DALLAS	13350 DALLAS PKWY	DALLAS	TX	75240-6658	US	3,246
2178	GRP A	RIVER CITY MARKET PLAC	RIVER CITY MARKET PLACE	13249 CITY SQUARE DR	JACKSONVILLE	FL	32218-7239	US	2,805
2179	GRP A	3210 SYCAMORE SCHOOL	3210 SYCAMORE SCHOOL RD		FORT WORTH	TX	76133-5602	US	2,808
2183	GRP A	WOODBIDGE COMMONS	WOODBIDGE COMMONS	306 ROUTE 9 NORTH	WOODBIDGE	NJ	07095-1004	US	4,004
2185	GRP A	729 KING ST	729 KING ST	SUITE 100	LAYTON	UT	84041-4672	US	3,000
2192	GRP A	THE SHOPS AT WHITE OAK	THE SHOPS AT WHITE OAK VILLAGE	4501 S LABURNUM AVE	RICHMOND	VA	23231-2421	US	3,000
2193	GRP A	GALLATIN VALLEY MALL	GALLATIN VALLEY MALL	2825 W MAIN ST	BOZEMAN	MT	59718-3927	US	3,000
2201	GRP A	NEW FOREST CROSSING	NEW FOREST CROSSING	5915 E SAM HOUSTON PKWY NORTH	HOUSTON	TX	77049-2506	US	3,045
2203	GRP A	21212 KUYKENDAHL	21212 KUYKENDAHL	UNIT K	SPRING	TX	77379-2606	US	3,010
2206	GRP A	CLOVIS COMMONS SC	CLOVIS COMMONS SC	635 W HERNDON AVE	CLOVIS	CA	93612-0196	US	3,200
2207	GRP A	3100 14TH ST NW	3100 14TH ST NW	SUITE 104A	WASHINGTON	DC	20010-2415	US	4,080
2209	GRP A	NORTHPOINTE CENTER	NORTHPOINTE CENTER	3871 GORSKY DRIVE	ZANESVILLE	OH	43701-6429	US	3,018
2210	GRP A	MESA MALL	MESA MALL	2424 HIGHWAY 6 AND 50	GRAND JUNCTION	CO	81505-1115	US	3,088
2213	GRP A	JOSHUA VILLAGE SC	JOSHUA VILLAGE SC	57990 29 PALMS HWY	YUCCA VALLEY	CA	92284-5878	US	2,900
2218	GRP A	CONWAY PLAZA SHOPPIN	CONWAY PLAZA SHOPPING CENTER	217 E EXPRESSWAY 83	MISSION	TX	78572-5558	US	3,450
2224	GRP A	NORTHEAST TOWERS	NORTHEAST TOWERS	4640 ROOSEVELT BLVD	PHILADELPHIA	PA	19124-2300	US	3,044

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
2225	GRP A	2511 GRAND AVE	2511 GRAND AVE		WAUKEGAN	IL	60085-3316	US	3,096
2228	GRP A	760 W VALENCIA RD	760 W VALENCIA RD		TUCSON	AZ	85706-7644	US	3,096
2229	GRP A	KMART CENTER	KMART CENTER	495 N STATE ST	OREM	UT	84057-3801	US	3,200
2230	GRP A	SAWGRASS MILLS	SAWGRASS MILLS	12801 W SUNRISE BLVD	SUNRISE	FL	33323-4019	US	2,978
2232	GRP A	1413 1ST ST S	1413 1ST ST S		WILLMAR	MN	56201-4221	US	3,096
2238	GRP A	7661 N LINDBERGH BLVD	7661 N LINDBERGH BLVD		HAZELWOOD	MO	63042-2124	US	3,096
2247	GRP A	1122 MAIN ST	1122 MAIN ST		DELANO	CA	93215-1734	US	3,765
2249	GRP A	SUNNY SIDE SHOPPES	SUNNY SIDE SHOPPES	5845 SUNNY SIDE RD	INDIANAPOLIS	IN	46235-8400	US	3,200
2263	GRP A	EAGLE ROCK PLAZA	EAGLE ROCK PLAZA	2700 COLORADO BLVD	LOS ANGELES	CA	90041-1099	US	3,903
2265	GRP A	CENTER AT SULPHUR SPR	CENTER AT SULPHUR SPRINGS	1402 MOCKINGBIRD LN	SULPHUR SPRINGS	TX	75482-6006	US	2,850
2271	GRP A	GALVEZ SHOPPING CENTE	GALVEZ SHOPPING CENTER	6228 BROADWAY	GALVESTON	TX	77551-1031	US	2,800
2277	GRP A	DEANZA COUNTRY PLAZA	DEANZA COUNTRY PLAZA	7830 LIMONITE AVE # 32	RIVERSIDE	CA	92509-5360	US	2,600
2278	GRP A	CROSSTOWNE MERCADO	CROSSTOWNE MERCADO SHOPPING	4801 WEST COMMERCE STREET	SAN ANTONIO	TX	78237-1505	US	3,000
2284	GRP A	SOLANO TOWN CENTER	SOLANO TOWN CENTER	1350 TRAVIS BLVD	FAIRFIELD	CA	94533-0000	US	3,465
2288	GRP A	WEST PARK MALL	WEST PARK MALL	3049 WILLIAMS ST	CAPE GIRARDEAU	MO	63703-6340	US	3,154
2292	GRP A	GATEWAY SHOPPING CEN	GATEWAY SHOPPING CENTER	15161 U S HWY 19 SOUTH	THOMASVILLE	GA	31792-4853	US	2,900
2294	GRP A	4024 W NORTH AVE	4024 W NORTH AVE		CHICAGO	IL	60639-5204	US	3,084
2299	GRP A	ATHENS CENTER	ATHENS CENTER	1111 E TYLER ST	ATHENS	TX	75751-2182	US	2,850
2300	GRP A	806 N CAGE BLVD	806 N CAGE BLVD		PHARR	TX	78577-3106	US	3,120
2304	GRP A	LOMPOC CORNERS SHOP	LOMPOC CORNERS SHOPPING CENTE	663 W CENTRAL AVE	LOMPOC	CA	93436-2837	US	2,760
2306	GRP A	ELKHART MARKET CENTRE	ELKHART MARKET CENTRE	4024 ELKHART RD	GOSHEN	IN	46526-5802	US	3,000
2309	GRP A	NORTH RIVERSIDE PLAZA	NORTH RIVERSIDE PLAZA	2210 HARLEM AVE	NORTH RIVERSIDE	IL	60546-1413	US	6,516
2311	GRP A	HICKORY RIDGE CROSSING	HICKORY RIDGE CROSSING S/C	3625 HICKORY HILL RD	MEMPHIS	TN	38115-5010	US	2,975
2317	GRP A	HEMET VALLEY CENTER	HEMET VALLEY CENTER	3541 W FLORIDA AVE	HEMET	CA	92545-3564	US	3,020
2319	GRP A	SOUTHERN PLAZA	SOUTHERN PLAZA	825 W SOUTHERN AVE	PHOENIX	AZ	85041-4705	US	3,389
2325	GRP A	THE MALL WEST END	THE MALL WEST END	861 RALPH DAVID ABERNATHY BLVD	ATLANTA	GA	30310-1828	US	3,491
2327	GRP A	ROSEVILLE MARKETPLACE	ROSEVILLE MARKETPLACE	10431 FAIRWAY DRIVE 100	ROSEVILLE	CA	95678-1987	US	2,650
2329	GRP A	CORDOVA VILLAGE SC	CORDOVA VILLAGE SC	10697 FOLSOM BLVD	RANCHO CORDOVA	CA	95670-4828	US	3,000
2333	GRP A	VANCOUVER MALL	VANCOUVER MALL	8700 NE VANCOUVER MALL DR	VANCOUVER	WA	98662-6750	US	3,319
2337	GRP A	1304 JUNCTION HWY	1304 JUNCTION HWY	SUITE 400	KERRVILLE	TX	78028-4807	US	2,600
2338	GRP A	CHAPEL HILLS MALL	CHAPEL HILLS MALL	1710 BRIARGATE BLVD	COLORADO SPRINGS	CO	80920-3449	US	3,472
2341	GRP A	1380 S PROVIDENCE CENT	1380 S PROVIDENCE CENTER DRIVE	SPACE A	CEDAR CITY	UT	84720-1891	US	3,000
2342	GRP A	3410 INTERNATIONAL	3410 INTERNATIONAL		OAKLAND	CA	94601-3036	US	4,451
2358	GRP A	ONTARIO MARKETPLACE	ONTARIO MARKETPLACE	203 E LANE NORTH	ONTARIO	OR	97914-3061	US	3,000
2362	GRP A	EDEN PRAIRIE CENTER	EDEN PRAIRIE CENTER	125 EDEN PRAIRIE CENTER	EDEN PRAIRIE	MN	55344-0000	US	2,533
2364	GRP A	PINE RIDGE MALL	PINE RIDGE MALL	4155 YELLOWSTONE AVE # 182	CHUBBUCK	ID	83202-2452	US	3,133
2366	GRP A	MEMORIAL CITY MALL	MEMORIAL CITY MALL	303 MEMORIAL CITY	HOUSTON	TX	77024-2677	US	3,626
2368	GRP A	SOUTHBAY PAVILION	SOUTHBAY PAVILION	20700 AVALON BLVD	CARSON	CA	90746-3716	US	6,072
2371	GRP A	THE LANDING MALL	THE LANDING MALL	1126 E MEYER BLVD	KANSAS CITY	MO	64131-1205	US	4,075
2374	GRP A	ANIMAS VALLEY MALL	ANIMAS VALLEY MALL	4601 E MAIN ST	FARMINGTON	NM	87402-8667	US	3,428
2378	GRP A	MCCRELESS SHOPPING C	MCCRELESS SHOPPING CENTER	4102 S NEW BRAUNFELS AVE STE 1C	SAN ANTONIO	TX	78223-1700	US	3,195
2382	GRP A	TEL-HURON PLAZA	TEL-HURON PLAZA	41 S TELEGRAPH RD	PONTIAC	MI	48341-1580	US	3,000
2392	GRP A	KENNEWICK PLAZA	KENNEWICK PLAZA	2817 W KENNEWICK AVE	KENNEWICK	WA	99336-2927	US	2,400
2393	GRP A	3401 W LAWRENCE AVE	3401 W LAWRENCE AVE		CHICAGO	IL	60625-5103	US	3,605
2395	GRP A	THE GALLERIA AT WHITE P	THE GALLERIA AT WHITE PLAINS	100 MAIN ST	WHITE PLAINS	NY	10601-0000	US	3,428
2396	GRP A	MARSHFIELD PLAZA	MARSHFIELD PLAZA	11622 S MARSHFIELD AVENUE	CHICAGO	IL	60643-0000	US	3,250
2403	GRP A	BRENTWOOD CENTER	BRENTWOOD CENTER	2099 S FEDERAL BLVD	DENVER	CO	80219-5429	US	3,000
2404	GRP A	11330 GRATIOT AVE	11330 GRATIOT AVE		DETROIT	MI	48213-1336	US	3,096
2405	GRP A	SAN MAR PLAZA	SAN MAR PLAZA	929 HIGHWAY 80	SAN MARCOS	TX	78666-8133	US	3,200
2409	GRP A	MACDADE MALL	MACDADE MALL	2600 MACDADE BLVD	HOLMES	PA	19043-1326	US	3,160
2419	GRP A	LINCOLN MALL	LINCOLN MALL	622 GEORGE WASHINGTON HWY	LINCOLN	RI	02865-0000	US	6,000
2425	GRP A	998 W WILL ROGERS BLVD	998 W WILL ROGERS BLVD		CLAREMORE	OK	74017-5417	US	3,885
2434	GRP A	712 E ALISAL ST	712 E ALISAL ST		SALINAS	CA	93905-2604	US	3,060
2437	GRP A	CENTER CITY SHPG CNTR	CENTER CITY SHPG CNTR	152 N AVALON ST	MEMPHIS	TN	38104-2408	US	3,300
2442	GRP A	1985 E SANTA FE ST	1985 E SANTA FE ST		OLATHE	KS	66062-1610	US	3,061
2443	GRP A	NEILSON SQUARE	NEILSON SQUARE	3514 W GARRIOTT RD	ENID	OK	73703-4909	US	2,600
2444	GRP A	BATTLEFIELD MALL	BATTLEFIELD MALL	2825 S GLENSTONE AVE	SPRINGFIELD	MO	65804-3728	US	3,981
2446	GRP A	62 E DERENNE AVE	62 E DERENNE AVE		SAVANNAH	GA	31405-6712	US	4,800
2451	GRP A	SPENCER AT EAST BLVD	SPENCER AT EAST BLVD	9001 SPENCER HIGHWAY	LA PORTE	TX	77571-3897	US	2,800
2453	GRP A	PORTERWOOD SHOPPING	PORTERWOOD SHOPPING CENTER	23741 HWY 59	PORTER	TX	77365-5389	US	2,820
2456	GRP A	DUNN CENTER	DUNN CENTER	11225 W FLORISSANT AVE	FLORISSANT	MO	63033-6742	US	3,061
2459	GRP A	PLAZA PASEO	PLAZA PASEO	260 PASADENA TOWN SQUARE MAL	PASADENA	TX	77506-4842	US	2,686
2461	GRP A	11207 W 63RD ST	11207 W 63RD ST		SHAWNEE	KS	66203-3333	US	3,135
2464	GRP A	5808 BERGENLINE AVE	5808 BERGENLINE AVE		WEST NEW YORK	NJ	07093-1231	US	6,000
2465	GRP A	WESTFIELD CULVER CITY	WESTFIELD CULVER CITY	6000 SEPULVEDA BOULEVARD	CULVER CITY	CA	90230-6431	US	3,507
2468	GRP A	ESPLANADE SC	ESPLANADE SC	181 W ESPLANADE DR	OXNARD	CA	93030-0000	US	2,520
2470	GRP A	805 BROAD ST	805 BROAD ST		NEWARK	NJ	07102-2803	US	2,552
2473	GRP A	CALIFORNIA OAKS PLAZA	CALIFORNIA OAKS PLAZA	41038 CALIFORNIA OAKS RD	MURRIETA	CA	92562-0000	US	3,080
2475	GRP A	WESTWOOD SHOPPING CE	WESTWOOD SHOPPING CENTER	2600 SW BARTON ST	SEATTLE	WA	98126-3952	US	3,012
2480	GRP A	EASTGATE SHOPPING CEN	EASTGATE SHOPPING CENTER	26350 GRATIOT AVENUE	ROSEVILLE	MI	48066-5106	US	3,000
2488	GRP A	ST GEORGE COMMERCIAL	ST GEORGE COMMERCIAL CENTER	755 S BLUFF ST	SAINT GEORGE	UT	84770-3560	US	2,961
2489	GRP A	EVANSVILLE PAVILION	EVANSVILLE PAVILION	6501 E LLOYD EXPRESSWAY	EVANSVILLE	IN	47715-4104	US	2,800
2493	GRP A	361 MAIN ST	361 MAIN ST		BELLEVILLE	NJ	07109-3235	US	3,028
2497	GRP A	4570 MISSION ST	4570 MISSION ST		SAN FRANCISCO	CA	94112-2622	US	2,388
2500	GRP A	4465 E MCKELLIPS RD	4465 E MCKELLIPS RD	SPACE 101	MESA	AZ	85215-2553	US	2,783
2501	GRP A	RICHFIELD SHOPPES N	RICHFIELD SHOPPES N	4 E 66TH ST	RICHFIELD	MN	55423-2454	US	2,816
2503	GRP A	FRANKLIN PARK MALL	FRANKLIN PARK MALL	501 MONROE ST	TOLEDO	OH	43623-3627	US	3,000
2504	GRP A	BAYSHORE TOWN CENTER	BAYSHORE TOWN CENTER	5800 N BAYSHORE DR	GLENDALE	WI	53217-4556	US	3,212
2506	GRP A	OSWEGO COMMONS	OSWEGO COMMONS	3006 ROUTE 34	OSWEGO	IL	60543-8333	US	2,496
2512	GRP A	THE SHOPS AT MONTEBEL	THE SHOPS AT MONTEBELLO	2007 MONTEBELLO TOWN CENTER I	MONTEBELLO	CA	90640-0000	US	3,875
2514	GRP A	FLATIRON CROSSING MALL	FLATIRON CROSSING MALL	1 WEST FLATIRON CROSSING DR	BROOMFIELD	CO	80021-8893	US	2,630
2517	GRP A	ARVADA RIDGE MARKETPL	ARVADA RIDGE MARKETPLACE	5091 KIPLING ST	WHEAT RIDGE	CO	80033-0000	US	2,923
2520	GRP A	HAMTRAMCK TOWN CENTE	HAMTRAMCK TOWN CENTER	9149 JOSEPH CAMPAU ST	HAMTRAMCK	MI	48212-3728	US	2,632
2521	GRP A	CROSSROADS CENTRE	CROSSROADS CENTRE	9870 OLDE US 20 A104	ROSSFORD	OH	43460-0000	US	3,054
2522	GRP A	PEMBERTON SQUARE	PEMBERTON SQUARE	3505 PEMBERTON SQUARE BLVD	VICKSBURG	MS	39180-5564	US	4,381
2526	GRP A	13930 NE 178TH PLACE	13930 NE 178TH PLACE	SUITE 102	WOODINVILLE	WA	98072-3531	US	2,850
2529	GRP A	3230 W DAVIS ST	3230 W DAVIS ST		DALLAS	TX	75211-2922	US	3,062
2535	GRP A	NEW MARKET SQUARE	NEW MARKET SQUARE	2441 N MAIZE RD	WICHITA	KS	67205-0000	US	3,000
2536	GRP A	REDFORD PLAZA S/C	REDFORD PLAZA S/C	9311 TELEGRAPH RD	REDFORD	MI	48239-1260	US	2,601
2538	GRP A	TOWNE CENTER SC	TOWNE CENTER SC	1317 W DAVIS ST	CONROE	TX	77304-2309	US	2,800
2545	GRP A	OAKWOOD COMMONS	OAKWOOD COMMONS	1940 WARRENSVILLE CENTER ROAD	SOUTH EUCLID	OH	44121-0000	US	3,300
2549	GRP A	GARDEN CITY PLAZA	GARDEN CITY PLAZA	2214 E KANSAS AVE	GARDEN CITY	KS	67846-6967	US	3,200

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
2550	GRP A	BAYSHORE MALL	BAYSHORE MALL	3300 BROADWAY ST # 300	EUREKA	CA	95501-3809	US	3,137
2551	GRP A	FOX RIVER MALL	FOX RIVER MALL	4301 W WISCONSIN AVE SUITE 100	APPLETON	WI	54915-8605	US	3,000
2556	GRP A	NEWMAN CROSSING SHOP	NEWMAN CROSSING SHOPPING CENT	561 BULLSBORO DR	NEWMAN	GA	30263-1045	US	3,000
2557	GRP A	15320 GRAND RIVER AVE	15320 GRAND RIVER AVE		DETROIT	MI	48227-2215	US	3,250
2559	GRP A	MALL DE LAS AGUILAS	MALL DE LAS AGUILAS	455 S BIBB AVE	EAGLE PASS	TX	78852-9997	US	3,292
2560	GRP A	MEADOWBROOK MALL	MEADOWBROOK MALL	2490 MEADOWBROOK MALL	BRIDGEPORT	WV	26330-9791	US	2,728
2561	GRP A	HUNTINGTON MALL	HUNTINGTON MALL	EXIT 20B INTERSTATE 64 UNIT 217	BARBOURSVILLE	WV	25504-4024	US	4,232
2562	GRP A	PASADENA PARK S/C	PASADENA PARK S/C	6848 A SPENCER HWY	PASADENA	TX	77505-1709	US	3,000
2564	GRP A	NILES PLAZA S/C	NILES PLAZA S/C	6301 NILES ST	BAKERSFIELD	CA	93306-4691	US	2,765
2566	GRP A	1007 EL PASEO ST	1007 EL PASEO ST		LAS CRUCES	NM	88001-6029	US	3,060
2570	GRP A	MESILLA VALLEY MALL	MESILLA VALLEY MALL	700 S TELSHER BLVD STE 1304	LAS CRUCES	NM	88011-8606	US	3,070
2573	GRP A	GRAND TETON MALL	GRAND TETON MALL	2300 E 17TH ST	IDAHO FALLS	ID	83404-6551	US	3,414
2575	GRP A	112 W CHELTEN AVE	112 W CHELTEN AVE		PHILADELPHIA	PA	19144-3302	US	3,275
2578	GRP A	HALL PLAZA SHOPPING CE	HALL PLAZA SHOPPING CENTER	4648 W DIVERSEY AVE	CHICAGO	IL	60639-0000	US	3,564
2581	GRP A	CENTRAL MALL	CENTRAL MALL	119 CENTRAL MALL	TEXARKANA	TX	75503-2447	US	2,503
2585	GRP A	TEMPE MARKETPLACE	TEMPE MARKETPLACE	1900 E RIO SALADO PARKWAY	TEMPE	AZ	85281-0000	US	3,000
2596	GRP A	PORT ORCHARD K-MART P	PORT ORCHARD K-MART PLAZA	1397 OLNEY AVE E	PORT ORCHARD	WA	98366-4920	US	2,800
2597	GRP A	OFFICE DEPOT JC	OFFICE DEPOT JC	5084 FAYETTEVILLE RD	LUMBERTON	NC	28358-0000	US	3,000
2602	GRP A	SCOTT ST RETAIL CENTER	SCOTT ST RETAIL CENTER	6057 SCOTT ST	HOUSTON	TX	77021-2663	US	2,800
2604	GRP A	WESTERN COMMONS	WESTERN COMMONS	6560 HARRISON AVE	CINCINNATI	OH	45247-7823	US	2,700
2605	GRP A	BOYNTON TOWN CENTER	BOYNTON TOWN CENTER	870 N CONGRESS AVE	BOYNTON BEACH	FL	33426-3301	US	2,800
2609	GRP A	PANORAMA MALL	PANORAMA MALL	19 PANORAMA MALL	PANORAMA CITY	CA	91402-3623	US	3,960
2620	GRP A	WESTOWN SQUARE SHOPI	WESTOWN SQUARE SHOPPING CENT	10730 LORAIN AVE	CLEVELAND	OH	44111-5413	US	3,500
2625	GRP A	DON JOSE PLAZA	DON JOSE PLAZA	400 SOUTH INTERNATIONAL BLVD	HIDALGO	TX	78557-0000	US	3,500
2631	GRP A	LAKEWOOD TOWNE CENTE	LAKEWOOD TOWNE CENTER	10321 GRAVELLY LAKE DR SW	LAKEWOOD	WA	98499-0000	US	3,200
2635	GRP A	KNOXVILLE CENTER	KNOXVILLE CENTER	3006 N MALL RD	KNOXVILLE	TN	37924-2054	US	2,865
2638	GRP A	MANDARIN CORNERS SC	MANDARIN CORNERS SC	10991 SAN JOSE BLVD	JACKSONVILLE	FL	32223-6600	US	3,000
2639	GRP A	4409 MONTGOMERY RD	4409 MONTGOMERY RD		NORWOOD	OH	45212-3115	US	3,000
2642	GRP A	EAST COURT VILLAGE	EAST COURT VILLAGE	3516 COURT ST	PEKIN	IL	61554-6211	US	2,869
2643	GRP A	CHOUTEAU CROSSING SC	CHOUTEAU CROSSING SC	4367 NE CHOUTEAU TRAFFICWAY	KANSAS CITY	MO	64117-2434	US	3,297
2653	GRP A	VISALIA MALL	VISALIA MALL	2195 SOUTH MOONEY BLVD	VISALIA	CA	93277-0000	US	3,135
2657	GRP A	FLAGSTAFF MALL	FLAGSTAFF MALL	4650 N US HIGHWAY 89	FLAGSTAFF	AZ	86004-2447	US	3,574
2660	GRP A	LAKEWOOD CENTER MALL	LAKEWOOD CENTER MALL	116 LAKEWOOD CENTER MALL	LAKEWOOD	CA	90712-2417	US	4,093
2661	GRP A	DESERT SKY MALL	DESERT SKY MALL	7611 W THOMAS RD	PHOENIX	AZ	85033-5430	US	3,625
2663	GRP A	CROSSROADS AT TOWN C	CROSSROADS AT TOWN CENTER	6536 N DECATUR BLVD	LAS VEGAS	NV	89131-1033	US	3,000
2664	GRP A	TOWN AND COUNTRY PLA	TOWN AND COUNTRY PLAZA	107 N POPLAR ST	SEARCY	AR	72143-6003	US	2,867
2674	GRP A	GRAND CENTRAL MALL	GRAND CENTRAL MALL	285 GRAND CENTRAL MALL	VIENNA	WV	26105-0000	US	3,778
2676	GRP A	GREENBRIER MARKET CE	GREENBRIER MARKET CENTER	1328 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320-0000	US	2,400
2678	GRP A	MOORESTOWN MALL	MOORESTOWN MALL	400 W ROUTE 38	MOORESTOWN	NJ	08057-3236	US	2,919
2679	GRP A	6233 WOODLAND AVE # 35	6233 WOODLAND AVE # 35		PHILADELPHIA	PA	19142-2005	US	3,264
2689	GRP A	ONE ENERGY SQUARE	ONE ENERGY SQUARE	3136 ANDREWS HWY	ODESSA	TX	79762-7521	US	3,000
2690	GRP A	VICTORIA MALL	VICTORIA MALL	7800 N NAVARRO	VICTORIA	TX	77904-2699	US	3,750
2693	GRP A	GLENBROOK SQUARE	GLENBROOK SQUARE	4201 COLDWATER RD	FORT WAYNE	IN	46805-1119	US	5,893
2698	GRP A	QUEENS-CHILLUM S/C	QUEENS-CHILLUM S/C	3116 QUEENS CHAPEL RD	HYATTSVILLE	MD	20752-3665	US	2,684
2702	GRP A	LA MIRADA SQUARE	LA MIRADA SQUARE	8220 MONTGOMERY BLVD NE	ALBUQUERQUE	NM	87109-1602	US	3,600
2706	GRP A	PARK PLAZA S/C	PARK PLAZA S/C	770 MANGROVE AVE	CHICO	CA	95926-3948	US	2,700
2707	GRP A	MOUNT SHASTA MALL	MOUNT SHASTA MALL	900 DANA DR	REDDING	CA	96003-4053	US	2,500
2712	GRP A	MID RIVERS MALL	MID RIVERS MALL	1600 MID RIVERS MALL DR	SAINT PETERS	MO	63376-4358	US	3,771
2718	GRP A	CENTERPOINT MALL	CENTERPOINT MALL	2657 SAVIERS RD	OXNARD	CA	93033-4519	US	4,898
2719	GRP A	NORTHBRIDGE PLAZA	NORTHBRIDGE PLAZA	8742 CORBIN AVE	NORTHBRIDGE	CA	91324-3307	US	3,400
2725	GRP A	LA VERNE TOWNE CENTER	LA VERNE TOWNE CENTER	2418 FOOTHILL BLVD UNIT A	LA VERNE	CA	91750-3065	US	2,880
2732	GRP A	2065 W 6TH	2065 W 6TH	UNIT B1	LOS ANGELES	CA	90057-3158	US	4,000
2735	GRP A	TOWN AND COUNTRY S/C	TOWN AND COUNTRY S/C	6324 W 3RD ST	LOS ANGELES	CA	90036-3155	US	3,804
2736	GRP A	PUENTE HILLS MALL	PUENTE HILLS MALL	1600 S AZUSA AVE	CITY OF INDUSTRY	CA	91748-8634	US	3,537
2738	GRP A	1541 N VERMONT AVE	1541 N VERMONT AVE		LOS ANGELES	CA	90027-5330	US	2,400
2743	GRP A	PLAZA WEST COVINA	PLAZA WEST COVINA	675 PLAZA DRIVE	WEST COVINA	CA	91790-2825	US	6,698
2747	GRP A	THE SHoppes AT MIDWAY	THE SHoppes AT MIDWAY PLANTAT	1002-E SHoppes AT MIDWAY DRIVE	KNIGHTDALE	NC	27545-7313	US	3,000
2749	GRP A	2837 COCHRAN ST STE D	2837 COCHRAN ST STE D		SIMI VALLEY	CA	93065-2766	US	3,440
2753	GRP A	HEMET VALLEY MALL	HEMET VALLEY MALL	2200 W FLORIDA AVE	HEMET	CA	92545-3666	US	3,071
2755	GRP A	COMMERCE CENTER	COMMERCE CENTER	5514 WHITTIER BLVD	LOS ANGELES	CA	90022-4104	US	4,235
2757	GRP A	VALLEY CENTRAL SHOPPI	VALLEY CENTRAL SHOPPING CENTER	44450 VALLEY CENTER WAY	LANCASTER	CA	93536-6532	US	4,000
2763	GRP A	HAPPY VALLEY TOWNE CE	HAPPY VALLEY TOWNE CENTER	2501 W HAPPY VALLEY RD	PHOENIX	AZ	85027-0000	US	3,000
2764	GRP A	2309 W KETTLEMAN LANE	2309 W KETTLEMAN LANE SUITE 104		LODI	CA	95242-4120	US	3,000
2765	GRP A	PROSPECTORS PLAZA	PROSPECTORS PLAZA	3966 MISSOURI FLAT RD	PLACERVILLE	CA	95667-5239	US	3,060
2766	GRP A	SHERWOOD MALL	SHERWOOD MALL	5308 PACIFIC AVE	STOCKTON	CA	95207-5619	US	3,707
2767	GRP A	NORTHBRIDGE MALL	NORTHBRIDGE MALL	700 NORTHBRIDGE MALL	SALINAS	CA	93906-2015	US	3,145
2775	GRP A	PENINSULA BOARDWALK	PENINSULA BOARDWALK	340 WALNUT ST	REDWOOD CITY	CA	94063-1718	US	4,416
2776	GRP A	FREMONT HUB SC	FREMONT HUB SC	39015 FREMONT HUB	FREMONT	CA	94538-0000	US	2,500
2777	GRP A	2656 MISSION ST # 8	2656 MISSION ST # 8		SAN FRANCISCO	CA	94110-3102	US	3,750
2782	GRP A	556 W 181ST	556 W 181ST		NEW YORK	NY	10033-5005	US	3,256
2784	GRP A	NORWALK SQUARE	NORWALK SQUARE	11725 ROSECRANS AVE	NORWALK	CA	90650-3927	US	4,250
2791	GRP A	IRON HORSE SHOPPING CI	IRON HORSE SHOPPING CENTER	543 E PRATER WAY	SPARKS	NV	89431-4685	US	3,000
2792	GRP A	WESTFIELD PLAZA BONITA	WESTFIELD PLAZA BONITA	3030 PLAZA BONITA RD	NATIONAL CITY	CA	91950-8095	US	4,185
2794	GRP A	COOL SPRINGS GALLERIA	COOL SPRINGS GALLERIA	1800 GALLERIA BLVD	FRANKLIN	TN	37067-1605	US	3,932
2797	GRP A	1585 S MUSKOGEE AVE	1585 S MUSKOGEE AVE		TAHLEQUAH	OK	74464-5285	US	3,062
2799	GRP A	480 W 303 HWY	480 W 303 HWY		GRAND PRAIRIE	TX	75051-4805	US	3,062
2801	GRP A	BALCH SPRINGS COMMON	BALCH SPRINGS COMMONS	12250 LAKE JUNE RD	BALCH SPRINGS	TX	75180-0000	US	3,000
2803	GRP A	VALDOSTA MALL	VALDOSTA MALL	1700 NORMAN DR	VALDOSTA	GA	31601-7482	US	3,161
2807	GRP A	ST CLAIR SQUARE	ST CLAIR SQUARE	239 SAINT CLAIR SQ	FAIRVIEW HEIGHTS	IL	62208-2134	US	4,159
2808	GRP A	LA ALAMEDA SHOPPING C	LA ALAMEDA SHOPPING CENTER	7408 S ALAMEDA ST	WALNUT PARK	CA	90255-0000	US	3,000
2809	GRP A	CROSS COUNTY MALL	CROSS COUNTY MALL	700 BROADWAY AVE E	MATTOON	IL	61938-4671	US	2,400
2815	GRP A	80 BROAD ST	80 BROAD ST		ELIZABETH	NJ	07201-2208	US	4,768
2816	GRP A	COVENTRY MALL	COVENTRY MALL	351 W SCHUYLKILL RD	POTTSTOWN	PA	19464-7438	US	3,834
2817	GRP A	8065 FLORIDA BLVD	8065 FLORIDA BLVD		BATON ROUGE	LA	70806-4713	US	3,600
2821	GRP A	TOWNE EAST SQUARE	TOWNE EAST SQUARE	7700 E KELLOGG DR	WICHITA	KS	67207-1772	US	2,570
2822	GRP A	SOUTHERN PARK MALL	SOUTHERN PARK MALL	7401 MARKET ST	BOARDMAN	OH	44512-5639	US	2,600
2827	GRP A	CENTRAL PLAZA	CENTRAL PLAZA	3717 NW 7TH ST	MIAMI	FL	33126-5501	US	4,953
2828	GRP A	SHENANGO VALLEY MALL	SHENANGO VALLEY MALL	3255 E STATE ST	HERMITAGE	PA	16148-3324	US	2,777
2829	GRP A	EASTWOOD MALL	EASTWOOD MALL	5555 YOUNGSTOWN WARREN RD	NILES	OH	44446-4804	US	4,515
2832	GRP A	SUMMIT MALL	SUMMIT MALL	3265 W MARKET ST	FAIRLAWN	OH	44333-3342	US	3,000
2835	GRP A	BELDEN VILLAGE MALL	BELDEN VILLAGE MALL	4115 BELDEN VILLAGE MALL	CANTON	OH	44718-2501	US	3,192
2842	GRP A	GREAT LAKES MALL	GREAT LAKES MALL	7850 MENTOR AVE	MENTOR	OH	44060-5520	US	4,603

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Store List

Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
2844	GRP A	GREAT NORTHERN MALL	GREAT NORTHERN MALL	104 GREAT NORTHERN MALL	NORTH OLMSTED	OH	44070-3301	US	4,161
2847	GRP A	SANDUSKY MALL	SANDUSKY MALL	4314 MILAN RD STE 110	SANDUSKY	OH	44870-7104	US	3,535
2849	GRP A	APPLEGATE RANCH COMM	APPLEGATE RANCH COMMERCIAL CE	1106 COMMERCE AVE	ATWATER	CA	95301-0000	US	2,997
2850	GRP A	KINGSTOWNE CENTER	KINGSTOWNE CENTER	5942 KINGSTOWNE BLVD	ALEXANDRIA	VA	22315-0000	US	2,081
2851	GRP A	BEAVER VALLEY MALL	BEAVER VALLEY MALL	210 RTE 18	MONACA	PA	15061-2305	US	5,400
2852	GRP A	OHIO VALLEY MALL	OHIO VALLEY MALL	67800 MALL RING RD	SAINT CLAIRSVILLE	OH	43950-1760	US	3,288
2853	GRP A	FT STEUBEN MALL	FT STEUBEN MALL	100 MALL DR	STEUBENVILLE	OH	43952-3092	US	2,800
2856	GRP A	WESTMORELAND MALL	WESTMORELAND MALL	5256 ROUTE 30	GREENSBURG	PA	15601-3517	US	3,085
2857	GRP A	SOUTH HILLS VILLAGE	SOUTH HILLS VILLAGE	301 SOUTH HILLS VILLAGE	PITTSBURGH	PA	15241-1400	US	3,281
2860	GRP A	POST OAK MALL	POST OAK MALL	1500 HARVEY RD	COLLEGE STATION	TX	77840-3713	US	2,925
2861	GRP A	MERVYNS SHOPPING CENT	MERVYNS SHOPPING CENTER	7350 GREENBACK LANE	CITRUS HEIGHTS	CA	95621-5531	US	2,800
2864	GRP A	LINDALE MALL	LINDALE MALL	4444 1ST AVE NE # 234	CEDAR RAPIDS	IA	52402-3239	US	3,445
2865	GRP A	KENNEDY MALL	KENNEDY MALL	555 JFK RD	DUBUQUE	IA	52002-5202	US	3,810
2866	GRP A	NORTH GRAND MALL	NORTH GRAND MALL	2801 N GRAND MALL	AMES	IA	50010-4668	US	3,209
2867	GRP A	STONERIDGE MALL	STONERIDGE MALL	1468 STONERIDGE MALL RD	PLEASANTON	CA	94588-0000	US	3,115
2871	GRP A	EASTRIDGE MALL	EASTRIDGE MALL	2200 EASTRIDGE LOOP	SAN JOSE	CA	95122-1418	US	6,785
2873	GRP A	WELLINGTON GREEN MALL	WELLINGTON GREEN MALL	10300 W FOREST HILL BLVD	WELLINGTON	FL	33414-0000	US	2,600
2875	GRP A	1 OREILLY ST	1 OREILLY ST		PRESIDIO	TX	79845-0000	US	3,000
2879	GRP A	BROOKSIDE MARKETPLAC	BROOKSIDE MARKETPLACE	7314 W 191ST ST	TINLEY PARK	IL	60487-9361	US	4,178
2880	GRP A	HIALEAH SPEEDWAY CENT	HIALEAH SPEEDWAY CENTER	3665 W 18TH AVE	HIALEAH	FL	33012-0000	US	3,000
2886	GRP A	HENRY TOWN CENTER	HENRY TOWN CENTER	1880 JONESBORO RD	MCDONOUGH	GA	30253-5960	US	2,800
2889	GRP A	SAN TAN VILLAGE REGION	SAN TAN VILLAGE REGIONAL CENTER	2180 E WILLIAMS FIELD RD	GILBERT	AZ	85295-0715	US	3,140
2899	GRP A	GREENWAY CENTER	GREENWAY CENTER	7567 GREENBELT RD	GREENBELT	MD	20770-0000	US	3,253
2907	GRP A	FOREST PLAZA	FOREST PLAZA	6059 E STATE ST	ROCKFORD	IL	61108-2512	US	3,603
2908	GRP A	SOUTH GATE SC	SOUTH GATE SC	3848 TWEEDY BLVD	SOUTH GATE	CA	90280-6151	US	3,120
2912	GRP A	MERCED MALL	MERCED MALL	590 MERCED MALL	MERCED	CA	95348-2413	US	3,245
2914	GRP A	RIO GRANDE PREMIUM OU	RIO GRANDE PREMIUM OUTLETS	5001 EAST EXPRESWAY 83	MERCEDES	TX	78570-4575	US	3,533
2915	GRP A	SIERRA CENTER	SIERRA CENTER	3060 BALDWIN PARK	BALDWIN PARK	CA	91706-4704	US	2,520
2917	GRP A	RIVER WEST SHOPPING C	RIVER WEST SHOPPING CENTER	320 E CAPITOL DRIVE	MILWAUKEE	WI	53212-1210	US	3,077
2924	GRP A	LAYTON HILLS MALL	LAYTON HILLS MALL	1038 NORTH LAYTON HILLS	LAYTON	UT	84041-2103	US	3,670
2926	GRP A	CANYON COUNTRY PLAZA	CANYON COUNTRY PLAZA	19194 SOLEDAD CANYON RD	CANYON COUNTRY	CA	91351-3364	US	4,375
2929	GRP A	SHOWCASE AT INDIO	SHOWCASE AT INDIO	42225 JACKSON ST	INDIO	CA	92203-9304	US	5,400
2933	GRP A	TUCSON MALL	TUCSON MALL	4500 N ORACLE RD	TUCSON	AZ	85705-8003	US	3,231
2940	GRP A	6005 N FIGUEROA ST	6005 N FIGUEROA ST		LOS ANGELES	CA	90042-4231	US	4,500
2941	GRP A	1481 N HOLLENBECK AVE	1481 N HOLLENBECK AVE		COVINA	CA	91722-1543	US	4,500
2944	GRP A	11973 W WASHINGTON BLV	11973 W WASHINGTON BLVD		LOS ANGELES	CA	90066-5825	US	4,000
2945	GRP A	GRIFFITH CENTER	GRIFFITH CENTER	430 W RIDGE RD	GRIFFITH	IN	46319-1018	US	2,610
2953	GRP A	DOWNERS PARK PLAZA SC	DOWNERS PARK PLAZA SC	7401A LEMONT RD	DOWNERS GROVE	IL	60516-3805	US	2,340
2954	GRP A	GOSFORD VILLAGE	GOSFORD VILLAGE	5041 GOSFORD ROAD	BAKERSFIELD	CA	93313-5053	US	2,604
2955	GRP A	LANCASTER COMMERCE C	LANCASTER COMMERCE CENTER	1034 W AVENUE K	LANCASTER	CA	93534-5918	US	4,796
2959	GRP A	2290 N IMPERIAL AVE	2290 N IMPERIAL AVE		EL CENTRO	CA	92243-1334	US	3,010
2968	GRP A	PATRICK HENRY MALL	PATRICK HENRY MALL	12300 JEFFERSON AVE	NEWPORT NEWS	VA	23602-6900	US	2,879
2974	GRP A	COLUMBIA MALL	COLUMBIA MALL	2300 BERNADETTE DR	COLUMBIA	MO	65203-0000	US	2,993
2976	GRP A	SUGAR HOUSE CENTER	SUGAR HOUSE CENTER	111 W 87TH ST	CHICAGO	IL	60620-1304	US	5,570
2977	GRP A	SANTA MARIA TOWN CENT	SANTA MARIA TOWN CENTER	261 TOWN CTR E	SANTA MARIA	CA	93454-5130	US	3,000
2978	GRP A	DUARTE SOUTH SHOPPING	DUARTE SOUTH SHOPPING CENTER	922 HAMILTON RD	DUARTE	CA	91010-0000	US	3,000
2981	GRP A	AURORA COMMONS	AURORA COMMONS	1246 N LAKE ST	AURORA	IL	60506-2453	US	2,563
2991	GRP A	VONS SC	VONS SC	2355 E VALLEY PKY	ESCONDIDO	CA	92027-2715	US	3,500
2998	GRP A	INGRAM PARK MALL	INGRAM PARK MALL	6301 NW LOOP 410	SAN ANTONIO	TX	78238-3824	US	3,676
3002	GRP A	DOVER MALL	DOVER MALL	1004 DOVER MALL	DOVER	DE	19901-2279	US	2,940
3003	GRP A	BRENTWOOD PLAZA	BRENTWOOD PLAZA	8449 WINTON RD	CINCINNATI	OH	45231-0000	US	2,800
3006	GRP A	FONDREN SOUTHWEST SC	FONDREN SOUTHWEST SC	11160 FONDREN RD	HOUSTON	TX	77096-5506	US	3,500
3008	GRP A	CHICO MALL	CHICO MALL	1950 E 20TH ST	CHICO	CA	95928-6369	US	2,786
3009	GRP A	POPLIN PLACE	POPLIN PLACE	2897 WEST HIGHWAY 74	MONROE	NC	28110-8434	US	2,800
3010	GRP A	LEON VALLEY SC	LEON VALLEY SC	6963 BANDERA RD	LEON VALLEY	TX	78238-1361	US	3,260
3013	GRP A	1601 E 72ND ST	1601 E 72ND ST		TACOMA	WA	98404-5402	US	3,044
3015	GRP A	WESTGATE MALL	WESTGATE MALL	205 W BLACKSTOCK RD SUITE 330	SPARTANBURG	SC	29301-3207	US	2,905
3018	GRP A	ARCADIAN SHORES COMM	ARCADIAN SHORES COMMONS	10792 KINGS RD	MYRTLE BEACH	SC	29572-6073	US	4,333
3020	GRP A	100 SW 143RD ST	100 SW 143RD ST		BURIEN	WA	98166-1530	US	3,044
3024	GRP A	1705 W LASKEY RD	1705 W LASKEY RD		TOLEDO	OH	43613-3523	US	2,960
3025	GRP A	183 MAIN STREET	183 MAIN STREET	SPACE 9	PATERSON	NJ	07505-1201	US	4,019
3026	GRP A	POUGHKEEPSIE GALLERIA	POUGHKEEPSIE GALLERIA	2001 SOUTH RD	POUGHKEEPSIE	NY	12601-0000	US	4,000
3029	GRP A	RIVER VALLEY MALL	RIVER VALLEY MALL	1635 RIVER VALLEY CIR	LANCASTER	OH	43130-1465	US	2,697
3038	GRP A	BRADLEY PARK CROSSING	BRADLEY PARK CROSSING	1591 BRADLEY PARK DRIVE	COLUMBUS	GA	31907-0000	US	2,800
3039	GRP A	WEST BRANCH SHOPPING	WEST BRANCH SHOPPING CENTER	1745 MORRIS AVE	UNION	NJ	07083-3516	US	3,006
3040	GRP A	VALLEY FAIR MALL	VALLEY FAIR MALL	3601 S 2700 W	WEST VALLEY CITY	UT	84119-3761	US	3,202
3041	GRP A	507 W SAINT GEORGES AV	507 W SAINT GEORGES AVE		LINDEN	NJ	07036-5643	US	3,240
3042	GRP A	WEST BLUFF SHOPPING C	WEST BLUFF SHOPPING CENTER	5201 OURAY NW C	ALBUQUERQUE	NM	87120-3033	US	3,084
3044	GRP A	THE PARKS AT ARLINGTON	THE PARKS AT ARLINGTON	3811 S COOPER ST	ARLINGTON	TX	76015-4134	US	3,587
3047	GRP A	PEORIA CROSSINGS	PEORIA CROSSINGS	9440 W NORTHERN	GLENDALE	AZ	85305-1104	US	4,042
3048	GRP A	VILLAGE AT BACHMAN LAK	VILLAGE AT BACHMAN LAKE	3701 W NORTHWEST HWY	DALLAS	TX	75220-4961	US	3,815
3050	GRP A	SALMON RUN MALL	SALMON RUN MALL	21182 SALMON RUN MALL LOOP WE	WATERTOWN	NY	13601-2244	US	2,564
3055	GRP A	HERITAGE MALL	HERITAGE MALL	1949 14TH AVE SE	ALBANY	OR	97321-8505	US	2,912
3056	GRP A	BELLIS FAIR MALL	BELLIS FAIR MALL	1 BELLIS FAIR PKWY	BELLINGHAM	WA	98226-5590	US	3,422
3057	GRP A	WHITELAND TOWNE CENT	WHITELAND TOWNE CENTER	179 W LINCOLN HWY	EXTON	PA	19341-2664	US	2,800
3060	GRP A	THE MARKET AT LAKE HOL	THE MARKET AT LAKE HOUSTON	7405 FM 1960 EAST 202	ATASCOCITA	TX	77346-3128	US	2,803
3062	GRP A	898 S GROWERS GROVE R	898 S GROWERS GROVE RD		PAYSON	UT	84651-0004	US	2,800
3063	GRP A	PARK AND SHOP SC	PARK AND SHOP SC		CONCORD	CA	94520-2611	US	4,700
3064	GRP A	700 EASTGATE DRIVE SOU	700 EASTGATE DRIVE SOUTH		CINCINNATI	OH	45245-0000	US	6,000
3065	GRP A	WEST RIDGE MALL	WEST RIDGE MALL	1801 SW WANAMAKER RD	TOPEKA	KS	66604-3804	US	2,566
3066	GRP A	CORDOVA MALL	CORDOVA MALL	5100 N 9TH AVE	PENSACOLA	FL	32504-8739	US	2,192
3067	GRP A	1 SANGERTOWN SQUARE	1 SANGERTOWN SQUARE MALL	8555 SENECA TURNPIKE	NEW HARTFORD	NY	13413-1518	US	3,846
3072	GRP A	GENESEE CROSSING	GENESEE CROSSING	G-3531 MILLER RD	FLINT	MI	48507-4687	US	2,729
3075	GRP A	DEERBROOK MALL	DEERBROOK MALL	20131 HIGHWAY 59 N	HUMBLE	TX	77338-2313	US	3,282
3078	GRP A	WASHINGTON CIRCLE	WASHINGTON CIRCLE	9009 SW HALL BLVD	TIGARD	OR	97223-4432	US	2,725
3086	GRP A	HUDSON VALLEY MALL	HUDSON VALLEY MALL	1300 ULSTER AVE	KINGSTON	NY	12401-1501	US	3,308
3089	GRP A	QUEBEC SQUARE	QUEBEC SQUARE	7306 EAST 36TH AVENUE	DENVER	CO	80238-2471	US	2,875
3090	GRP A	VANCOUVER PLAZA	VANCOUVER PLAZA	7809 B NE VANCOUVER PLAZA DR	VANCOUVER	WA	98662-6624	US	3,330
3093	GRP A	PACIFIC VIEW	PACIFIC VIEW	3301-1018 E MAIN ST	VENTURA	CA	93003-0927	US	3,273
3094	GRP A	PINE CREEK SC	PINE CREEK SC	742 FREEMAN LN	GRASS VALLEY	CA	95949-9640	US	2,680
3095	GRP A	FALLBROOK TOWN AND C	FALLBROOK TOWN AND COUNTRY	1079 S MISSION RD	FALLBROOK	CA	92028-3221	US	2,904
3096	GRP A	TREASURE COAST SQUAR	TREASURE COAST SQUARE	3354 NW FEDERAL HWY	JENSEN BEACH	FL	34957-4404	US	2,803

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Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
3097	GRP A	BALDWIN HILLS CRENSHAW	BALDWIN HILLS CRENSHAW PLAZA	3650 MARTIN LUTHER KING JR BLVD	LOS ANGELES	CA	90008-1784	US	3,204
3105	GRP A	BOISE TOWNE SQUARE	BOISE TOWNE SQUARE	350 N MILWAUKEE ST	BOISE	ID	83704-0100	US	3,030
3108	GRP A	4830 WILSON AVE	4830 WILSON AVE	SUITE 620	WYOMING	MI	49418-3137	US	3,264
3109	GRP A	LA PLAZA MALL	LA PLAZA MALL	2200 S 10TH ST	MCALLEN	TX	78503-5437	US	3,150
3110	GRP A	SIERRA VISTA MALL	SIERRA VISTA MALL	1050 SHAW AVE	CLOVIS	CA	93612-3922	US	2,887
3114	GRP A	PEACHTREE MALL	PEACHTREE MALL	3131 MANCHESTER EXPRESSWAY	COLUMBUS	GA	31909-6400	US	2,866
3117	GRP A	JACKSONVILLE REGIONAL	JACKSONVILLE REGIONAL S/C	3000 DUNN AVE	JACKSONVILLE	FL	32218-4598	US	3,000
3118	GRP A	NORTHEAST MALL	NORTHEAST MALL	1101 MELBOURNE RD	HURST	TX	76053-6205	US	3,245
3121	GRP A	54 S 4TH AVE	54 S 4TH AVE		MOUNT VERNON	NY	10550-3105	US	3,208
3122	GRP A	NORTHPARK MALL	NORTHPARK MALL	320 W KIMBERLY RD	DAVENPORT	IA	52806-5995	US	2,595
3126	GRP A	COLUMBIA MALL	COLUMBIA MALL	225 COLUMBIA MALL DR	BLOOMSBURG	PA	17815-8368	US	3,204
3127	GRP A	OLIVER CREEK CROSSING	OLIVER CREEK CROSSING	6641 ATLANTA HWY	MONTGOMERY	AL	36117-4233	US	2,800
3138	GRP A	SUSQUAHANNA VALLEY M	SUSQUAHANNA VALLEY MALL	1 SUSQUAHANNA VALLEY MALL	SELINGSGROVE	PA	17870-1245	US	3,843
3140	GRP A	COLUMBIA CENTER	COLUMBIA CENTER	1321 N COLUMBIA CENTER BLVD ST	KENNEWICK	WA	99336-7180	US	2,554
3141	GRP A	FACTORIA MALL	FACTORIA MALL	4025 SE FACTORIA MALL	BELLEVUE	WA	98006-0000	US	2,961
3142	GRP A	PEMBROKE MALL	PEMBROKE MALL	4554 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23462-0000	US	2,900
3143	GRP A	COSNER'S CORNER	COSNER'S CORNER	9837 JEFFERSON DAVIS HWY	FREDERICKSBURG	VA	22407-9422	US	3,118
3144	GRP A	CRESTVIEW VILLAGE	CRESTVIEW VILLAGE	4742 MANZANITA AVE	CARMICHAEL	CA	95608-0823	US	3,000
3145	GRP A	COUNTRY CLUB MALL	COUNTRY CLUB MALL	1262 VOCKE ROAD	CUMBERLAND	MD	21502-7822	US	9,375
3147	GRP A	SOUTH HILL MALL	SOUTH HILL MALL	3500 S MERIDIAN ST	PUYALLUP	WA	98373-3722	US	2,868
3148	GRP A	VONS YUCAIPA COMM. CE	VONS YUCAIPA COMM. CENTER	34324 YUCAIPA BLVD UNIT A	YUCAIPA	CA	92399-2410	US	2,925
3151	GRP A	ROLLING OAKS MALL	ROLLING OAKS MALL	6909 N LOOP 1604 E	SAN ANTONIO	TX	78247-5303	US	3,177
3152	GRP A	FIREWHEEL TOWN CENTE	FIREWHEEL TOWN CENTER	130 CEDAR SAGE DRIVE	GARLAND	TX	75040-0000	US	2,848
3153	GRP A	SHOPPES AT GREENBUSH	SHOPPES AT GREENBUSH	600 N GREENBUSH RD	RENSSELAER	NY	12144-8412	US	2,579
3157	GRP A	WHITE OAKS MALL	WHITE OAKS MALL	2501 WABASH AVE	SPRINGFIELD	IL	62704-4205	US	3,568
3160	GRP A	MAXWELL VILLAGE S/C	MAXWELL VILLAGE S/C	19191 SONOMA HWY	SONOMA	CA	95476-5449	US	3,092
3171	GRP A	FRESNO FASHION FAIR	FRESNO FASHION FAIR	713 E SHAW AVE	FRESNO	CA	93710-7703	US	3,864
3172	GRP A	800 S EL PASO ST	800 S EL PASO ST		EL PASO	TX	79901-3245	US	5,165
3179	GRP A	VERMONT SLAUSON SHOP	VERMONT SLAUSON SHOPPING CENT	5844 S VERMONT AVE	LOS ANGELES	CA	90044-3712	US	3,500
3180	GRP A	TRINITY POINT SC	TRINITY POINT SC	54 TRINITY POINT DRIVE	WASHINGTON	PA	15301-2974	US	2,600
3181	GRP A	COLONIAL PARK MALL	COLONIAL PARK MALL	4600 JONESTOWN ROAD	HARRISBURG	PA	17109-6214	US	3,864
3182	GRP A	BRANHAVEN PLAZA	BRANHAVEN PLAZA	1075 W MAIN ST	BRANFORD	CT	06405-3430	US	3,750
3185	GRP A	NORTH HANOVER MALL	NORTH HANOVER MALL	1155 CARLISLE STREET	HANOVER	PA	17331-1200	US	4,853
3186	GRP A	ACADIANA MALL	ACADIANA MALL	5725 JOHNSTON ST	LAFAYETTE	LA	70503-5307	US	4,542
3189	GRP A	WILLOWBROOK MALL	WILLOWBROOK MALL	7925 FM 1960 RD W	HOUSTON	TX	77070-5723	US	3,484
3190	GRP A	1749 N MILITARY TRL	1749 N MILITARY TRL		WEST PALM BEACH	FL	33409-4769	US	3,945
3191	GRP A	MANOA SHOPPING CENTE	MANOA SHOPPING CENTER	1331 W CHESTER PIKE	HAVERTOWN	PA	19083-2925	US	2,788
3196	GRP A	WOODLAND HILLS MALL	WOODLAND HILLS MALL	7021 S MEMORIAL DR	TULSA	OK	74133-2049	US	2,985
3206	GRP A	NORTHWEST MARKET PLA	NORTHWEST MARKET PLACE	13754 NORTHWEST FREEWAY	HOUSTON	TX	77040-5202	US	3,220
3209	GRP A	LAKECREST VILLAGE CEN	LAKECREST VILLAGE CENTER	994 FLORIN RD	SACRAMENTO	CA	95831-3515	US	3,200
3212	GRP A	TUCSON PLACE S/C	TUCSON PLACE S/C	485 E WETMORE RD STE 101	TUCSON	AZ	85705-1714	US	3,010
3213	GRP A	630 MAIN AVENUE	630 MAIN AVENUE		PASSAIC	NJ	07055-4916	US	3,835
3215	GRP A	SOUTHLAND CENTER	SOUTHLAND CENTER	23000 EUREKA RD	TAYLOR	MI	48180-6039	US	3,561
3216	GRP A	WESTFIELD ANNAPOLIS	WESTFIELD ANNAPOLIS	1630 ANNAPOLIS MALL	ANNAPOLIS	MD	21401-3040	US	3,000
3220	GRP A	IVERSON MALL	IVERSON MALL	3863 BRANCH AVE SUITE A	TEMPLE HILLS	MD	20748-1403	US	3,000
3221	GRP A	NEW TOWNE MALL	NEW TOWNE MALL	400 MILL AVE SE	NEW PHILADELPHIA	OH	44663-0000	US	3,008
3223	GRP A	CROSSCREEK PLAZA	CROSSCREEK PLAZA	1800 SKIBO RD STE 128	FAYETTEVILLE	NC	28303-3280	US	4,000
3225	GRP A	WESTGATE SC	WESTGATE SC	1607 W HENDERSON ST	CLEBURNE	TX	76033-3488	US	2,400
3226	GRP A	FERN PARK SC	FERN PARK SC	159 E SEMORAN BLVD	FERN PARK	FL	32730-2101	US	3,750
3228	GRP A	TOWNGATE COMMUNITY C	TOWNGATE COMMUNITY CENTER	12625-B9 FREDERICK ST	MORENO VALLEY	CA	92553-5232	US	2,885
3229	GRP A	GOLDEN TRIANGLE MALL	GOLDEN TRIANGLE MALL	2201 I 135 EAST	DENTON	TX	76205-8191	US	2,626
3230	GRP A	1908 E 1ST ST	1908 E 1ST ST		PORT ANGELES	WA	98362-4900	US	3,061
3233	GRP A	ARNOT MALL	ARNOT MALL	3300 CHAMBERS RD SUITE M4	HORSEHEADS	NY	14845-5210	US	3,270
3239	GRP A	RIVER MARKETPLACE	RIVER MARKETPLACE	4401 AMBASSADOR CAFFERY	LAFAYETTE	LA	70508-6705	US	3,360
3241	GRP A	TIPPECANOE MALL	TIPPECANOE MALL	2415 SAGOMORE PKWY SOUTH	LAFAYETTE	IN	47905-5124	US	3,329
3242	GRP A	HARRISONBURG CROSSIN	HARRISONBURG CROSSING	151 BURGESS RD	HARRISONBURG	VA	22801-0000	US	2,800
3247	GRP A	SECURITY SQUARE	SECURITY SQUARE	6901 SECURITY BLVD	BALTIMORE	MD	21244-2412	US	3,469
3249	GRP A	CITY PLACE	CITY PLACE	201 E 5TH STREET	LONG BEACH	CA	90802-2484	US	3,000
3251	GRP A	BLOOMFIELD PLAZA	BLOOMFIELD PLAZA	135 BLOOMFIELD AVE SPACE 3	BLOOMFIELD	NJ	07003-5902	US	4,400
3252	GRP A	THORNCREEK CROSSING	THORNCREEK CROSSING	901 E 120TH	THORNTON	CO	80233-5717	US	2,920
3255	GRP A	7645 N MACARTHUR BLVD	7645 N MACARTHUR BLVD	SUITE 120	IRVING	TX	75063-7513	US	2,300
3258	GRP A	MILLCREEK MALL	MILLCREEK MALL	404 MILLCREEK MALL	ERIE	PA	16565-0401	US	3,055
3260	GRP A	THE FLORIDA MALL	THE FLORIDA MALL	8001 S ORANGE BLOSSOM TRAIL ST	ORLANDO	FL	32809-7668	US	3,023
3263	GRP A	WALDEN GALLERIA	WALDEN GALLERIA	C202 WALDEN GALLERIA	CHEEKTOWAGA	NY	14225-5410	US	4,110
3266	GRP A	NORTH OAKS SC	NORTH OAKS SC	4603 FM 1960 RD W	HOUSTON	TX	77069-4603	US	3,400
3272	GRP A	KING CITY SHOPPING CEN	KING CITY SHOPPING CENTER	510 CANAL ST	KING CITY	CA	93930-3443	US	2,750
3278	GRP A	LARGO MALL	LARGO MALL	10500 ULMERTON RD	LARGO	FL	33771-3544	US	3,100
3281	GRP A	PARK CITY CENTER	PARK CITY CENTER	840 PARK CITY CENTER	LANCASTER	PA	17601-2720	US	2,817
3284	GRP A	METRO POINTE CENTER	METRO POINTE CENTER	2210 S KIRKMAN	ORLANDO	FL	32811-7604	US	2,944
3286	GRP A	MERCADO PLAZA	MERCADO PLAZA	EL MERCADO PLAZA 33 PR 152 KM.	NARANJITO	PR	00719-0000	Puerto R	2,545
3296	GRP A	EL PASEO MARKETPLACE	EL PASEO MARKETPLACE	1886 JOE BATTLE BLVD	EL PASO	TX	79936-0000	US	3,300
3300	GRP A	BROADWAY PLAZA	BROADWAY PLAZA	1133 W BERWYN AVE	CHICAGO	IL	60640-2301	US	2,609
3308	GRP A	HILLCROFT VILLAGE S/C	HILLCROFT VILLAGE S/C	6700 HILLCROFT ST	HOUSTON	TX	77081-4804	US	2,935
3310	GRP A	PARKWAY PLAZA MALL	PARKWAY PLAZA MALL	533 PARKWAY PLAZA	EL CAJON	CA	92020-2532	US	3,024
3315	GRP A	GROSSMONT CENTER	GROSSMONT CENTER	5500 GROSSMONT CENTER DR	LA MESA	CA	91942-3016	US	4,012
3316	GRP A	PORT CHARLOTTE TOWN C	PORT CHARLOTTE TOWN CENTER	1441 TAMAIMI TRAIL	PORT CHARLOTTE	FL	33948-1001	US	2,975
3326	GRP A	212 FERRY ST	212 FERRY ST		NEWARK	NJ	07105-2773	US	3,006
3328	GRP A	THE OAKS MALL	THE OAKS MALL	6477 W NEWBERRY RD	GAINESVILLE	FL	32605-4338	US	3,871
3332	GRP A	COLONIE CENTER	COLONIE CENTER	131 COLONIE CTR	ALBANY	NY	12205-2751	US	4,369
3333	GRP A	LAKEWOOD SC	LAKEWOOD SC	5471 W ATLANTIC BOULEVARD	MARGATE	FL	33063-5210	US	2,880
3335	GRP A	SAN LUIS OBISPO PROMEN	SAN LUIS OBISPO PROMENADE	487 MADONNA RD	SAN LUIS OBISPO	CA	93405-6543	US	2,799
3336	GRP A	294 CHICAGO DR	294 CHICAGO DR		JENISON	MI	49428-9354	US	3,010
3338	GRP A	YUBA SUTTER MALL	YUBA SUTTER MALL	1201J COLUSA AVE	YUBA CITY	CA	95991-3657	US	2,916
3344	GRP A	NORTH STAR MALL	NORTH STAR MALL	7400 SAN PEDRO	SAN ANTONIO	TX	78216-8319	US	2,684
3345	GRP A	NORTH RIDGE SHOPPING (NORTH RIDGE SHOPPING CENTER	7796 E 37TH AVE	HOBART	IN	46342-2467	US	3,000
3348	GRP A	THE YARDS CREEK	THE YARDS PLAZA	4610 S DAMEN AVE	CHICAGO	IL	60609-4043	US	3,100
3350	GRP A	MALL AT TURTLE CREEK	MALL AT TURTLE CREEK	3000 HIGHLAND AVE	JONESBORO	AR	72401-6321	US	3,146
3355	GRP A	BOWERS CORNERS	BOWERS CORNERS	2801 EL CAMINO REAL	SANTA CLARA	CA	95051-2901	US	2,800
3362	GRP A	YORK GALLERIA	YORK GALLERIA	2899 WHITEFORD RD	YORK	PA	17402-8976	US	3,305
3368	GRP A	CITY LINE SHOPPING CTR	CITY LINE SHOPPING CTR	7628 CITY LINE AVE	PHILADELPHIA	PA	19151-2007	US	2,400
3370	GRP A	TOWN EAST MALL	TOWN EAST MALL	1072 TOWN EAST MALL	MESQUITE	TX	75150-4116	US	4,186
3373	GRP A	NORTHTOWNE PLAZA	NORTHTOWNE PLAZA	2842 DEKALB PIKE	NORRISTOWN	PA	19401-1823	US	3,750

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
3381	GRP A	CORAL SQUARE MALL	CORAL SQUARE MALL	9461A WEST ATLANTIC BLVD	CORAL SPRINGS	FL	33071-6945	US	3,896
3383	GRP A	740 W TELEGRAPH RD	740 W TELEGRAPH RD	SUITE 5	WASHINGTON	UT	84780-0000	US	3,000
3386	GRP A	MID-VALLEY MALL	MID-VALLEY MALL	2010 YAKIMA VALLEY HWY	SUNNYSIDE	WA	98944-1288	US	4,632
3387	GRP A	PARK PINEWAY SHOPPING	PARK PINEWAY SHOPPING CENTER	4431 S WHITE MOUNTAIN RD	SHOW LOW	AZ	85901-7776	US	2,658
3389	GRP A	VALLE DEL SOL SC	VALLE DEL SOL SC	1625 RIO BRAVO BLVD SW	ALBUQUERQUE	NM	87105-6057	US	3,202
3392	GRP A	639 N MAIN	639 N MAIN	PO BOX 13812	SAN LUIS	AZ	85349-2449	US	5,665
3393	GRP A	EMERALD SQUARE MALL	EMERALD SQUARE MALL	300 EMERALD SQUARE	NORTH ATTLEBORO	MA	02760-3645	US	2,770
3397	GRP A	INDIAN MOUND MALL	INDIAN MOUND MALL	771 S 30TH ST SPACE #521	HEATH	OH	43056-4204	US	2,604
3398	GRP A	BIRCHWOOD MALL	BIRCHWOOD MALL	4350 24TH AVE STE 116	FORT GRATIOT	MI	48059-3851	US	3,248
3401	GRP A	GREENS CROSSROADS	GREENS CROSSROADS	349 W GREENS RD	HOUSTON	TX	77067-4501	US	2,804
3411	GRP A	CROSSROADS CENTER	CROSSROADS CENTER	4101 W DIVISION ST	SAINT CLOUD	MN	56301-6600	US	2,755
3412	GRP A	LA HABRA WESTRIDGE PL	LA HABRA WESTRIDGE PLAZA	1326 SOUTH BEACH BLVD	LA HABRA	CA	90631-6374	US	3,080
3413	GRP A	CASTLETON SQUARE	CASTLETON SQUARE	6020 E 82ND ST	INDIANAPOLIS	IN	46250-4746	US	2,616
3415	GRP A	MOORE PLAZA	MOORE PLAZA	5425 S PADRE ISLAND DR	CORPUS CHRISTI	TX	78411-5301	US	3,031
3416	GRP A	ASHLAND TOWN CENTER	ASHLAND TOWN CENTER	500 WINCHESTER AVE STE 660	ASHLAND	KY	41101-7368	US	2,721
3420	GRP A	SOUTHRIDGE MALL	SOUTHRIDGE MALL	5300 S 76TH ST	GREENDALE	VI	53129-1102	US	3,842
3423	GRP A	LAKE ELSINORE CITY CENT	LAKE ELSINORE CITY CENTER	31660 GRAPE ST	LAKE ELSINORE	CA	92532-9703	US	3,003
3424	GRP A	THE AVENUES MALL	THE AVENUES MALL	10300 SOUTHSIDE BLVD	JACKSONVILLE	FL	32256-0770	US	3,079
3426	GRP A	ENFIELD SQUARE	ENFIELD SQUARE	90 ELM ST	ENFIELD	CT	06082-3770	US	2,854
3429	GRP A	FALCON RIDGE TOWN CEN	FALCON RIDGE TOWN CENTER	15268 SUMMIT AVE	FONTANA	CA	92336-5489	US	3,000
3431	GRP A	FREEHOLD RACEWAY MAL	FREEHOLD RACEWAY MALL	3710 US HWY 9	FREEHOLD	NJ	07728-4801	US	2,986
3432	GRP A	2155 86TH ST	2155 86TH ST		BROOKLYN	NY	11214-3205	US	3,300
3433	GRP A	ST CHARLES TOWNE CENT	ST CHARLES TOWNE CENTER	11110 MALL CIRCLE SUITE 2003	WALDORF	MD	20603-4803	US	3,981
3435	GRP A	COTTONWOOD PLAZA	COTTONWOOD PLAZA	1100 S STATE ROUTE 260	COTTONWOOD	AZ	86326-4640	US	3,120
3436	GRP A	FOX RUN SHOPPING CENT	FOX RUN SHOPPING CENTER	829 SOLOMONS ISLAND ROAD	PRINCE FREDERICK	MD	20678-3912	US	3,000
3440	GRP A	THE SHOPPES AT BUCKLA	THE SHOPPES AT BUCKLAND HILLS	194 BUCKLAND HILLS DR	MANCHESTER	CT	06042-8751	US	2,823
3441	GRP A	730 MARKET ST	730 MARKET ST		FARMINGTON	MO	63640-1951	US	3,060
3443	GRP A	HUNTINGTON COMMONS	HUNTINGTON COMMONS	823 NE YORK AVENUE	HUNTINGTON	NY	11743-4412	US	3,064
3444	GRP A	THE MARKET PLACE	THE MARKET PLACE	13234 JAMBOREE RD	IRVINE	CA	92602-0000	US	2,252
3447	GRP A	SOMERS POINT SC	SOMERS POINT SC	276 NEW ROAD	SOMERS POINT	NJ	08244-2177	US	3,000
3457	GRP A	PIEDMONT MALL	PIEDMONT MALL	325 PIEDMONT DR	DANVILLE	VA	24540-4028	US	2,517
3459	GRP A	BERRY HILL S/C	BERRY HILL S/C	19017 S BEAVERCREEK RD	OREGON CITY	OR	97045-9537	US	3,300
3461	GRP A	3012 11TH ST	3012 11TH ST		HUNTSVILLE	TX	77340-3518	US	3,060
3462	GRP A	SUPERSTITION SPRINGS	SUPERSTITION SPRINGS	6555 E SOUTHERN AVE	MESA	AZ	85206-3718	US	3,521
3463	GRP A	DESTINY USA	DESTINY USA	9538 CAROUSEL CTR	SYRACUSE	NY	13290-9501	US	3,126
3465	GRP A	STRATFORD SQUARE	STRATFORD SQUARE	411 BARNUM AVENUE CUTOFF	STRATFORD	CT	06614-5100	US	2,563
3466	GRP A	BIRD 107 PLAZA	BIRD 107 PLAZA	10615 SW 40TH ST	MIAMI	FL	33165-3612	US	2,840
3467	GRP A	WATERS AVENUE SC	WATERS AVENUE SC	7021 W WATERS AVE	TAMPA	FL	33634-2203	US	3,000
3471	GRP A	NORTHWOODS MALL	NORTHWOODS MALL	2150 NORTHWOODS BLVD	CHARLESTON	SC	29406-0000	US	2,800
3473	GRP A	IMPERIAL MALL S/C	IMPERIAL MALL S/C	3595 S FLORIDA AVE	LAKELAND	FL	33803-4860	US	3,000
3474	GRP A	ROSLINDALE SHOPPING C	ROSLINDALE SHOPPING CENTER	960 AMERICAN LEGION HIGHWAY	ROSLINDALE	MA	02131-4701	US	5,250
3480	GRP A	MILFORD PLAZA	MILFORD PLAZA	91 MEDWAY RD	MILFORD	MA	01757-2915	US	2,520
3487	GRP A	MALL ST MATTHEWS	MALL ST MATTHEWS	5000 SHELBYVILLE RD	LOUISVILLE	KY	40207-0000	US	2,968
3488	GRP A	CROSS KEYS COMMONS	CROSS KEYS COMMONS	3501 ROUTE 42	TURNERSVILLE	NJ	08012-1755	US	3,000
3489	GRP A	LINCOLNWOOD TOWN CEN	LINCOLNWOOD TOWN CENTER	3333 W TOUHY AVE	LINCOLNWOOD	IL	60712-2721	US	2,753
3491	GRP A	OXFORD VALLEY MALL	OXFORD VALLEY MALL	2300 E LINCOLN HWY	LANGHORNE	PA	19047-1824	US	3,568
3492	GRP A	WESTLAND SHOPPING CE	WESTLAND SHOPPING CENTER	35000 WARREN RD	WESTLAND	MI	48185-6223	US	3,960
3493	GRP A	COLUMBIA MALL	COLUMBIA MALL	2800 S COLUMBIA RD #A-4	GRAND FORKS	ND	58201-6076	US	3,579
3497	GRP A	MARKET SQUARE	MARKET SQUARE	700 SLEATER KINNEY RD SE	LACEY	WA	98503-1150	US	2,913
3498	GRP A	HARRISBURG MALL	HARRISBURG MALL	3421 HARRISBURG MALL	HARRISBURG	PA	17111-1208	US	3,180
3499	GRP A	WESTFIELD MERIDEN	WESTFIELD MERIDEN	470 LEWIS AVENUE	MERIDEN	CT	06451-0000	US	3,352
3500	GRP A	MONTGOMERY MALL	MONTGOMERY MALL	804 BETHLEHEM PIKE	NORTH WALES	PA	19454-3910	US	6,871
3501	GRP A	WEST VOLUSIA TOWNE CE	WEST VOLUSIA TOWNE CENTRE	985 HARLEY STRICTLAND BLVD	ORANGE CITY	FL	32763-0000	US	2,950
3502	GRP A	1158 E ELIZABETH ST	1158 E ELIZABETH ST		BROWNSVILLE	TX	77820-5024	US	5,432
3506	GRP A	LLOYD CENTER	LLOYD CENTER	978 LLOYD CTR	PORTLAND	OR	97232-1263	US	3,029
3509	GRP A	2916 GRANT LINE RD	2916 GRANT LINE RD		NEW ALBANY	IN	47150-0000	US	2,800
3513	GRP A	FAIRLANE GREEN SHOPPI	FAIRLANE GREEN SHOPPING CENTER	3280 FAIRLANE DR	ALLEN PARK	MI	48101-2871	US	3,600
3515	GRP A	CONESTOGA MALL	CONESTOGA MALL	3404 W 13TH ST SPACE A-9	GRAND ISLAND	NE	68803-2389	US	3,460
3525	GRP A	THE PAVILION AT PORT O	THE PAVILION AT PORT ORANGE	5521 S WILLIAMSON BLVD	PORT ORANGE	FL	32128-0000	US	2,916
3529	GRP A	78 BROOKSIDE AVENUE	78 BROOKSIDE AVENUE	SPACE 7	CHESTER	NY	10918-1429	US	3,000
3530	GRP A	TACOMA MALL	TACOMA MALL	4502 S STEELE ST	TACOMA	WA	98409-7247	US	3,276
3534	GRP A	2863 N LAKE BLVD	2863 N LAKE BLVD	SUITE 1	LAKE PARK	FL	33403-1959	US	3,330
3538	GRP A	1101 3RD ST SW	1101 3RD ST SW		WINTER HAVEN	FL	33880-3910	US	3,000
3539	GRP A	1519 NW LOUISIANA AVE	1519 NW LOUISIANA AVE		CHEHALIS	WA	98532-1748	US	2,600
3542	GRP A	TARGET CENTER	TARGET CENTER	6423 VINELAND AVE # 27	NORTH HOLLYWOOD	CA	91606-2712	US	3,465
3544	GRP A	13 N STATE ST	13 N STATE ST		CHICAGO	IL	60602-3200	US	3,283
3547	GRP A	OLDEN PLAZA	OLDEN PLAZA	1632 N OLDEN AVE	TRENTON	NJ	08638-3211	US	3,894
3549	GRP A	111 SALE BARN RD	111 SALE BARN RD	SUITE 9	STORM LAKE	IA	50588-0000	US	2,850
3554	GRP A	WILTON MALL	WILTON MALL	3065 ROUTE 50	SARATOGA SPRINGS	NY	12866-2960	US	3,850
3555	GRP A	SALISBURY MALL	SALISBURY MALL	2300 N SALISBURY BLVD	SALISBURY	MD	21801-7810	US	2,999
3561	GRP A	WEST VOLUSIA SHOPPING	WEST VOLUSIA SHOPPING CENTER	2621 S WOODLAND BLVD	DELAND	FL	32720-8667	US	2,818
3562	GRP A	TOWN EAST MALL OUTPAR	TOWN EAST MALL OUTPARCEL	1638 N TOWN EAST BLVD	MESQUITE	TX	75150-5738	US	3,346
3564	GRP A	LEAGUE CITY MARKETPLA	LEAGUE CITY MARKETPLACE	2950A GULF FWY SOUTH	LEAGUE CITY	TX	77573-6751	US	2,800
3566	GRP A	BLOOMINGDALE COURT	BLOOMINGDALE COURT	320 W ARMY TRAIL RD STE 100	BLOOMINGDALE	IL	60108-5614	US	3,000
3567	GRP A	NORTHPOINTE PLAZA	NORTHPOINTE PLAZA	9762 N NEWPORT HWY	SPOKANE	WA	99218-1249	US	2,992
3569	GRP A	21 GRAHAM AVE	21 GRAHAM AVE		BROOKLYN	NY	11206-4008	US	4,000
3577	GRP A	COLORADO MILLS	COLORADO MILLS	14500 W COLFAX AVE	LAKEWOOD	CO	80401-3221	US	2,979
3578	GRP A	CHESTERFIELD TOWNE CE	CHESTERFIELD TOWNE CENTER	11500 MIDLOTHIAN TPKE	RICHMOND	VA	23235-4768	US	2,998
3579	GRP A	STONE CREEK TOWNE CE	STONE CREEK TOWNE CENTER	3657 STONE CREEK BLVD	CINCINNATI	OH	45251-0000	US	3,000
3581	GRP A	THE MALL AT GREECE RID	THE MALL AT GREECE RIDGE	316 GREECE RIDGE CENTER DR	GREECE	NY	14626-2819	US	3,306
3586	GRP A	RED BUD CENTER	RED BUD CENTER	2409 W KENOSHA	BROKEN ARROW	OK	74012-8964	US	2,800
3587	GRP A	RIVER CITY SHOPPING CE	RIVER CITY SHOPPING CENTER	104 RIVER ST	WALTHAM	MA	02453-8306	US	2,800
3588	GRP A	819 U.S. 491	819 U.S. 491		GALLUP	NM	87301-5389	US	3,062
3589	GRP A	GOVERNERS PLAZA SHOP	GOVERNERS PLAZA SHOPPING CENTER	9110 UNION CEMETERY RD	CINCINNATI	OH	45249-2006	US	2,800
3601	GRP A	208 W 125TH ST	208 W 125TH ST		NEW YORK	NY	10027-4410	US	3,700
3605	GRP A	1628 DEL PRADO BLVD S	1628 DEL PRADO BLVD S		CAPE CORAL	FL	33990-3743	US	3,062
3607	GRP A	N96W18453 COUNTY LINE	N96W18453 COUNTY LINE RD	4801 LINTON BLVD	MENOMONEE FALLS	WI	53051-7101	US	3,000
3609	GRP A	DELRAY TOWN CENTER	DELRAY TOWN CENTER	4201 N SHILOH DR	DELRAY BEACH	FL	33445-6503	US	2,800
3617	GRP A	NORTHWEST ARKANSAS N	NORTHWEST ARKANSAS MALL	1227 BRUCE B DOWNS BLVD	FAYETTEVILLE	AR	72703-5197	US	2,832
3618	GRP A	NORTHWOOD SC	NORTHWOOD SC	2140 E MORELAND BLVD	WESLEY CHAPEL	FL	33543-0000	US	2,800
3620	GRP A	WESTBROOK SHOPPING C	WESTBROOK SHOPPING CENTER	2140 E MORELAND BLVD	WAUKESHA	WI	53186-4021	US	3,280
3623	GRP A	MONROEVILLE MALL	MONROEVILLE MALL	110 MONROEVILLE MALL RD	MONROEVILLE	PA	15146-2224	US	2,800

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Store List

Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
3627	GRP A	379 KNICKERBOCKER AVE	379 KNICKERBOCKER AVE		BROOKLYN	NY	11237-3701	US	5,000
3629	GRP A	CAPITOLA MALL	CAPITOLA MALL	1855 41ST AVE	CAPITOLA	CA	95010-2511	US	2,943
3631	GRP A	BRICK COMMONS	BRICK COMMONS	660 ROUTE 70 SUITE 4	BRICK	NJ	08723-4026	US	6,591
3634	GRP A	SOUTHPARK MALL	SOUTHPARK MALL	4500 16TH ST	MOLINE	IL	61265-7069	US	2,935
3635	GRP A	WESTFIELD COUNTRYSIDE	WESTFIELD COUNTRYSIDE	27001 US HWY NORTH SUITE # 2064	CLEARWATER	FL	33761-3406	US	2,800
3637	GRP A	209 E FORDHAM RD	209 E FORDHAM RD		BRONX	NY	10458-5014	US	8,163
3638	GRP A	VILLAGE CROSSING	VILLAGE CROSSING	5553 TOUHY AVE	SKOKIE	IL	60077-3235	US	3,073
3640	GRP A	CIELO VISTA MALL	CIELO VISTA MALL	8401 GATEWAY BLVD W	EL PASO	TX	79925-5668	US	4,712
3641	GRP A	PHILADELPHIA MILLS MALL	PHILADELPHIA MILLS MALL	1289 FRANKLIN MILL CIRCLE	PHILADELPHIA	PA	19154-3129	US	3,108
3642	GRP A	16211 JAMAICA AVE	16211 JAMAICA AVE		JAMAICA	NY	11432-4909	US	6,740
3645	GRP A	TRENTON CROSSING/NOR	TRENTON CROSSING/NORTH MCALLE	7400 N 10TH ST	MCALLEN	TX	78504-7700	US	2,800
3646	GRP A	2184 WHITE PLAINS RD	2184 WHITE PLAINS RD		BRONX	NY	10462-0000	US	3,705
3650	GRP A	PALM VALLEY PAVILLIONS	PALM VALLEY PAVILLIONS	1428 N LITCHFIELD RD	GOODYEAR	AZ	85395-0000	US	2,843
3652	GRP A	1552-54 WESTCHESTER AV	1552-54 WESTCHESTER AVE		BRONX	NY	10472-2919	US	4,700
3655	GRP A	FLAGLER PARK PLAZA	FLAGLER PARK PLAZA	8297 W FLAGLER ST	MIAMI	FL	33144-2070	US	5,000
3656	GRP A	PASEO DEL NORTE SC	PASEO DEL NORTE SC	9301 COORS BLVD NW	ALBUQUERQUE	NM	87114-4005	US	3,400
3658	GRP A	STARKVILLE CROSSING	STARKVILLE CROSSING	812 HIGHWAY 12	STARKVILLE	MS	39759-3580	US	3,010
3660	GRP A	HANOVER SQUARE	HANOVER SQUARE	7378 BELL CREEK RD	MECHANICSVILLE	VA	23111-3545	US	3,551
3663	GRP A	REGENCY COMMONS SC	REGENCY COMMONS SC	651 COMMERCE CENTER DR	JACKSONVILLE	FL	32225-7210	US	3,200
3665	GRP A	CAMBRIDGESIDE GALLERY	CAMBRIDGESIDE GALLERIA	100 CAMBRIDGESIDE PLACE	CAMBRIDGE	MA	02141-2218	US	2,875
3667	GRP A	1231 FULTON ST	1231 FULTON ST		BROOKLYN	NY	11216-2004	US	3,600
3670	GRP A	12460 BISCAYNE BLVD # 90	12460 BISCAYNE BLVD # 90		MIAMI	FL	33181-2521	US	3,188
3672	GRP A	AUBURN MALL	AUBURN MALL	1627 OPELIKA RD	AUBURN	AL	36830-2871	US	2,500
3674	GRP A	WESTGATE SHOPPING CE	WESTGATE SHOPPING CENTER	400 LOWELL AVE SUITE 4	HAVERHILL	MA	01832-3661	US	2,852
3675	GRP A	NORTH RIVERSIDE PARK M	NORTH RIVERSIDE PARK MALL	7501 W CERMAK RD	NORTH RIVERSIDE	IL	60546-1461	US	3,677
3676	GRP A	PARADISE VALLEY MALL	PARADISE VALLEY MALL	4550 E CACTUS RD	PHOENIX	AZ	85032-7728	US	3,340
3678	GRP A	ITC CROSSING	ITC CROSSING	30 INTERNATIONAL DRIVE	FLANDERS	NJ	07836-4107	US	2,600
3681	GRP A	RIMROCK MALL	RIMROCK MALL	300 S 24TH ST W	BILLINGS	MT	59102-5650	US	2,785
3687	GRP A	2840 HWY 95	2840 HWY 95	SUITE 410	BULLHEAD CITY	AZ	86442-0000	US	3,000
3688	GRP A	ERIE MARKET PLACE	ERIE MARKET PLACE	6714 PEACH ST	ERIE	PA	16509-7712	US	3,200
3689	GRP A	UNION PLAZA SHOPPING C	UNION PLAZA SHOPPING CENTER	2401 RT 22	UNION	NJ	07083-8514	US	4,996
3690	GRP A	TORRINGTON DOWNTOWN	TORRINGTON DOWNTOWN SC	47 S MAIN ST # 48	TORRINGTON	CT	06790-6430	US	2,760
3692	GRP A	SOUTHPORT CENTRE	SOUTHPORT CENTRE	15050 CEDAR AVE SOUTH	APPLE VALLEY	MN	55124-7045	US	3,500
3693	GRP A	OMACHE SHOPPING CENT	OMACHE SHOPPING CENTER	606 OMACHE DRIVE # F	OMAK	WA	98841-9692	US	2,880
3697	GRP A	SERRAMONTE CENTER	SERRAMONTE CENTER	127 F SERRAMONTE CENTER SPACE	DALY CITY	CA	94015-2349	US	3,110
3698	GRP A	MERRITT SQUARE MALL	MERRITT SQUARE MALL	777 E MERRITT ISLAND CSWY	MERRITT ISLAND	FL	32952-3588	US	3,904
3700	GRP A	NORTHWOOD PLAZA	NORTHWOOD PLAZA	6103 STELLHORN RD	FORT WAYNE	IN	46815-5357	US	3,000
3702	GRP A	MONTGOMERY VILLAGE C	MONTGOMERY VILLAGE CROSSING	9659 LOST KNIFE RD	GAITHERSBURG	MD	20877-2620	US	3,690
3710	GRP A	WESTFIELD SUNRISE	WESTFIELD SUNRISE	2170 SUNRISE MALL	MASSAPEQUA	NY	11758-4327	US	3,362
3711	GRP A	PALO VERDE VILLAGE SC	PALO VERDE VILLAGE SC	2850 S PACIFIC AVE	YUMA	AZ	85365-3513	US	3,114
3713	GRP A	CENTRAL VALLEY PLAZA	CENTRAL VALLEY PLAZA	2225 PLAZA PKY STE K1	MODESTO	CA	95350-6220	US	3,040
3714	GRP A	GREAT NORTHEAST PLAZA	GREAT NORTHEAST PLAZA	7300 BUSTLETON AVE	PHILADELPHIA	PA	19152-4311	US	2,850
3715	GRP A	WESTOVER PLACE SHOPP	WESTOVER PLACE SHOPPING CENTER	8219 STATE HIGHWAY 151	SAN ANTONIO	TX	78245-2193	US	2,984
3717	GRP A	OLYMPIC TOWER BLDG	OLYMPIC TOWER BLDG	1529 3RD AVE	SEATTLE	WA	98101-1611	US	3,900
3719	GRP A	484 NORTH 950 WEST	484 NORTH 950 WEST	SPACE A	AMERICAN FORK	UT	84003-0000	US	2,735
3721	GRP A	DEMBIGH VILLAGE	DEMBIGH VILLAGE	14346 WARWICK BLVD	NEWPORT NEWS	VA	23602-3814	US	3,000
3725	GRP A	KINGS CANYON PAVILION	KINGS CANYON PAVILION	4975 E KINGS CANYON RD	FRESNO	CA	93727-3812	US	3,150
3726	GRP A	FIVE TOWNS SHOPPING C	FIVE TOWNS SHOPPING CENTER	25301 ROCKAWAY BLVD	ROSEDALE	NY	11422-3132	US	4,068
3732	GRP A	THE CROSSROADS SHOPP	THE CROSSROADS SHOPPING CENTER	1525 US HWY 41	SCHERERVILLE	IN	46375-1395	US	3,422
3733	GRP A	WOODLAKE CROSSING	WOODLAKE CROSSING	6230 WOOD GLEN DRIVE	SAN ANTONIO	TX	78244-0000	US	2,800
3734	GRP A	LEVITTOWN SHOPPING CE	LEVITTOWN SHOPPING CENTER	2997 HEMPSTEAD TPKE	LEVITTOWN	NY	11756-1330	US	3,300
3735	GRP A	CENTEREACH MALL SPACE	CENTEREACH MALL SPACE 45A	15 CENTEREACH MALL	CENTEREACH	NY	11720-2712	US	3,350
3736	GRP A	THE GALLERIA II	THE GALLERIA II	5061 WESTHEIMER RD	HOUSTON	TX	77056-0000	US	2,817
3738	GRP A	CHARLESTON COMMONS	CHARLESTON COMMONS	163 N NELLIS BLVD	LAS VEGAS	NV	89110-5320	US	6,400
3743	GRP A	DEPTFORD MALL	DEPTFORD MALL	1750 DEPTFORD CENTER RD	DEPTFORD	NJ	08096-0000	US	3,197
3744	GRP A	QUEENS PLAZA	QUEENS PLAZA	837 QUEEN ST	SOUTHINGTON	CT	06489-1507	US	3,000
3747	GRP A	MELBOURNE SQUARE MAL	MELBOURNE SQUARE MALL	1700 W NEW HAVEN AVE	WEST MELBOURNE	FL	32904-3910	US	2,867
3749	GRP A	THE OUTLET 66 MALL	THE OUTLET 66 MALL	18400 STATE ROAD NO 3	CANOVANAS	PR	00729-4359	Puerto R	2,929
3750	GRP A	CODDINGTOWN MALL	CODDINGTOWN MALL	250 CODDINGTOWN CENTER	SANTA ROSA	CA	95401-0000	US	5,943
3751	GRP A	BISCAYNE PLAZA SHOPPIN	BISCAYNE PLAZA SHOPPING CENTER	8020 NE 5TH AVE	MIAMI	FL	33138-4510	US	2,538
3754	GRP A	793 MANHATTAN AVE	793 MANHATTAN AVE		BROOKLYN	NY	11222-2710	US	3,125
3756	GRP A	MEDWICK MARKETPLACE	MEDWICK MARKETPLACE	1097 N COURT ST	MEDINA	OH	44256-1566	US	3,200
3757	GRP A	SUGAR HOUSE	SUGAR HOUSE	2274 S 1300 E STE G1	SALT LAKE CITY	UT	84106-2882	US	4,386
3758	GRP A	K MART SHOPPING CENTE	K MART SHOPPING CENTER	2061 S US 1	FORT PIERCE	FL	34950-5149	US	3,060
3764	GRP A	SOUTHLAKE MALL	SOUTHLAKE MALL	2101 SOUTHLAKE MALL	MERRILLVILLE	IN	46410-6438	US	4,846
3767	GRP A	WEST COUNTY MALL	WEST COUNTY MALL	8 WEST COUNTY CENTER	DES PERES	MO	63131-0000	US	3,454
3772	GRP A	JACKSON CROSSING	JACKSON CROSSING	1216 JACKSON CROSSING SPACE D	JACKSON	MI	49202-2042	US	2,775
3773	GRP A	SOUTHTOWN CENTER	SOUTHTOWN CENTER	4346 SCATTERFIELD RD	ANDERSON	IN	46013-2631	US	3,000
3774	GRP A	ATASCOSA MARKET	ATASCOSA MARKET	2087 W OAKLAWN	PLEASANTON	TX	78064-4608	US	2,800
3775	GRP A	2546 DAWSON RD	2546 DAWSON RD		ALBANY	GA	31707-2316	US	3,010
3778	GRP A	WHITE MARSH MALL	WHITE MARSH MALL	8200 PERRY HALL BLVD	BALTIMORE	MD	21236-4055	US	3,792
3782	GRP A	PALMER PARK MALL	PALMER PARK MALL	149 PALMER PARK MALL	EASTON	PA	18045-0000	US	2,767
3783	GRP A	JEFFERSON MALL	JEFFERSON MALL	4801 OUTER LOOP	LOUISVILLE	KY	40219-3205	US	3,000
3785	GRP A	NORTHTOWN MALL	NORTHTOWN MALL	4750 N DIVISION ST	SPOKANE	WA	99207-1441	US	2,819
3788	GRP A	EAST BROOK MALL	EAST BROOK MALL	95 STORRS ROAD SPACE #13	WILLIMANTIC	CT	06226-4012	US	3,653
3789	GRP A	SPRINGFIELD PLAZA	SPRINGFIELD PLAZA	1327 LIBERTY ST	SPRINGFIELD	MA	01104-1170	US	3,725
3797	GRP A	WOODBIDGE CENTER MA	WOODBIDGE CENTER MALL	102 WOODBIDGE CENTER DR	WOODBIDGE	NJ	07095-1124	US	3,000
3799	GRP A	349 GEORGE ST	349 GEORGE ST		NEW BRUNSWICK	NJ	08901-2012	US	2,525
3804	GRP A	805 COLLEGE BLVD STE 10	805 COLLEGE BLVD STE 101		OCEANSIDE	CA	92057-6258	US	4,200
3805	GRP A	GALLERIA AT TYLER	GALLERIA AT TYLER	1357 GALLERIA AT TYLER # E-22	RIVERSIDE	CA	92503-4141	US	3,299
3806	GRP A	HULEN MALL	HULEN MALL	4800 S HULEN ST STE 102	FORT WORTH	TX	76132-1400	US	3,070
3810	GRP A	FASHION OUTLETS OF NIAGARA	FASHION OUTLETS OF NIAGARA FALLS	1648 MILITARY RD	NIAGARA FALLS	NY	14304-1734	US	3,504
3812	GRP A	5707-09 MYRTLE AVE	5707-09 MYRTLE AVE		RIDGEWOOD	NY	11385-4933	US	3,510
3813	GRP A	BOULEVARD PLAZA SC	BOULEVARD PLAZA SC	11000 ROOSEVELT BLVD	PHILADELPHIA	PA	19116-0000	US	3,000
3815	GRP A	PREMIER LANDING SC	PREMIER LANDING SC	255 PREMIER BLVD	ROANOKE RAPIDS	NC	27870-0000	US	2,400
3816	GRP A	HARDEN RANCH PLAZA	HARDEN RANCH PLAZA	1648 N MAIN ST	SALINAS	CA	93906-5102	US	3,200
3819	GRP A	456 HEMPSTEAD TPKE	456 HEMPSTEAD TPKE		WEST HEMPSTEAD	NY	11552-1305	US	2,720
3820	GRP A	K-MART PLAZA	K-MART PLAZA	1549 HILLMAN ST	TULARE	CA	93274-1632	US	2,963
3821	GRP A	NORTHWEST PROMENADE	NORTHWEST PROMENADE	8430 ROSEDALE HIGHWAY	BAKERSFIELD	CA	93312-2621	US	3,000
3823	GRP A	OAKDALE MALL	OAKDALE MALL	2A OAKDALE MALL	JOHNSON CITY	NY	13790-2280	US	2,500
3828	GRP A	8110 CAMP CREEK BLVD	8110 CAMP CREEK BLVD	SUITE 119	OLIVE BRANCH	MS	38654-1613	US	2,800
3831	GRP A	EASTWAY CROSSING	EASTWAY CROSSING	3124 EASTWAY DR	CHARLOTTE	NC	28205-5664	US	2,800

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
3834	GRP A	COLONIAL SHOPPING CEN	COLONIAL SHOPPING CENTER	2836 PINE GROVE AVE	PORT HURON	MI	48060-1971	US	2,800
3835	GRP A	1047 SOUTHERN BLVD	1047 SOUTHERN BLVD		BRONX	NY	10459-3427	US	3,439
3838	GRP A	KALISPELL CENTER MALL	KALISPELL CENTER MALL	20 N MAIN ST	KALISPELL	MT	59901-4080	US	3,091
3842	GRP A	817 E TREMONT AVE	817 E TREMONT AVE		BRONX	NY	10460-4108	US	2,646
3843	GRP A	MCCAIN MALL	MCCAIN MALL	3929 MCCAIN SPACE I-5	NORTH LITTLE ROCK	AR	72116-8088	US	2,500
3846	GRP A	4395 BOCA SQUARE	4395 BOCA SQUARE	21661 STATE ROAD 7	BOCA RATON	FL	33428-1812	US	3,040
3847	GRP A	HARRISVILLE SHOPPING C	HARRISVILLE SHOPPING CENTER	486 NORTH 325 EAST	HARRISVILLE	UT	84404-0000	US	2,871
3849	GRP A	ELMWOOD PARK SHOPPIN	ELMWOOD PARK SHOPPING CENTER	100 BROADWAY	ELMWOOD PARK	NJ	07407-3043	US	4,434
3852	GRP A	VALLEY VIEW MALL	VALLEY VIEW MALL	3800 STATE ROAD 16	LA CROSSE	WI	54601-1898	US	2,777
3854	GRP A	RICHARDSON HEIGHTS VIL	RICHARDSON HEIGHTS VILLAGE	100 S. CENTRAL EXPRESSWAY	RICHARDSON	TX	75080-0000	US	2,534
3856	GRP A	CHRIS-TOWN MALL	CHRIS-TOWN MALL	1623 W BETHANY HOME RD	PHOENIX	AZ	85015-2519	US	3,056
3858	GRP A	OGLETHORPE MALL	OGLETHORPE MALL	7804 ABERCORN EXT UNIT 36	SAVANNAH	GA	31406-3502	US	2,754
3860	GRP A	RIVER HILLS MALL	RIVER HILLS MALL	1850 ADAMS ST STE 132	MANKATO	MN	56001-4846	US	2,418
3861	GRP A	ASHEVILLE MALL	ASHEVILLE MALL	3 SOUTH TUNNEL ROAD	ASHEVILLE	NC	28805-2557	US	3,000
3863	GRP A	CARY TOWNE CENTER	CARY TOWNE CENTER	1105 WALNUT ST	CARY	NC	27511-4762	US	2,811
3865	GRP A	CARROLLWOOD COMMON	CARROLLWOOD COMMONS	15166 N DALE MABRY HWY	TAMPA	FL	33618-1817	US	2,813
3866	GRP A	SELDEN PLAZA	SELDEN PLAZA	269 MIDDLE COUNTRY RD	SELDEN	NY	11784-2565	US	2,564
3871	GRP A	GURNEE MILLS	GURNEE MILLS	6170 W GRAND AVENUE	GURNEE	IL	60031-4553	US	2,981
3872	GRP A	PINE RIDGE SQUARE	PINE RIDGE SQUARE	1405 W MAIN ST # 2	GAYLORD	MI	49735-8946	US	3,200
3876	GRP A	EAST TOWNE MALL	EAST TOWNE MALL	46 E TOWNE MALL	MADISON	WI	53704-3712	US	3,006
3878	GRP A	TATUM POINT SHOPPING C	TATUM POINT SHOPPING CENTER	4727 E BELL RD STE 1	PHOENIX	AZ	85032-2310	US	3,200
3880	GRP A	PASEO DEL PRADO	PASEO DEL PRADO	1199 W FLAGLER ST	MIAMI	FL	33130-1055	US	2,866
3881	GRP A	IVES PLAZA	IVES PLAZA	19946 NW 2ND AVE	MIAMI	FL	33169-2904	US	3,552
3885	GRP A	FONTANA PLAZA	FONTANA PLAZA	17151 FOOTHILL BLVD SUITE M	FONTANA	CA	92335-9009	US	3,320
3886	GRP A	VILLAGE GREEN SHOPPIN	VILLAGE GREEN SHOPPING CENTER	6805 ALEXANDRIA PIKE	ALEXANDRIA	KY	41001-1027	US	2,800
3892	GRP A	PARK NORTH SHOPPING C	PARK NORTH SHOPPING CENTER	854 NW LOOP 410	SAN ANTONIO	TX	78216-5601	US	3,000
3893	GRP A	WEST TOWNE MALL	WEST TOWNE MALL	243 WEST TOWNE MALL	MADISON	WI	53719-1024	US	3,659
3897	GRP A	BRIDGEWATER COMMONS	BRIDGEWATER COMMONS	400 COMMONS WAY	BRIDGEWATER	NJ	08807-2819	US	3,300
3898	GRP A	7692 VOICE OF AMERICA D	7692 VOICE OF AMERICA DRIVE		WEST CHESTER	OH	45069-2794	US	2,800
3908	GRP A	UNIVERSITY PARK MALL	UNIVERSITY PARK MALL	6501 N GRAPE RD	MISHAWAKA	IN	46545-1101	US	3,200
3912	GRP A	INLAND CENTER	INLAND CENTER	500 INLAND CENTER DR	SAN BERNARDINO	CA	92408-0000	US	3,635
3913	GRP A	DADELAND MALL	DADELAND MALL	7233 N KENDALL DRIVE	MIAMI	FL	33156-7808	US	3,216
3916	GRP A	EASTVIEW MALL	EASTVIEW MALL	503 EASTVIEW MALL	VICTOR	NY	14564-1039	US	2,850
3921	GRP A	CAPITAL CITY MALL	CAPITAL CITY MALL	3517 CAPITAL CITY MALL DR	CAMP HILL	PA	17011-7002	US	3,440
3925	GRP A	BURLINGTON MALL	BURLINGTON MALL	75 MIDDLESEX TURNPIKE	BURLINGTON	MA	01803-5310	US	3,358
3926	GRP A	WESTGATE MALL	WESTGATE MALL	200 WESTGATE DR	BROCKTON	MA	02301-0000	US	3,622
3927	GRP A	WEST GATE SHOPPING CE	WEST GATE SHOPPING CENTER	2373 SCHOENERSVILLE RD	BETHLEHEM	PA	18017-7416	US	3,276
3928	GRP A	ROCKAWAY TOWN SQUARE	ROCKAWAY TOWN SQUARE	301 MOUNT HOPE AVE	ROCKAWAY	NJ	07866-2104	US	3,687
3929	GRP A	ROSEDALE CENTER	ROSEDALE CENTER	1595 HIGHWAY 36 W	ROSEVILLE	MN	55113-3009	US	3,321
3930	GRP A	EL MERCADO SHOPPING C	EL MERCADO SHOPPING CENTER	2404 WEST 60TH STREET	HIALEAH	FL	33016-0000	US	3,200
3934	GRP A	COASTAL GRAND MALL	COASTAL GRAND MALL	1304 COASTAL GRAND CIRCLE	MYRTLE BEACH	SC	29577-3037	US	2,808
3935	GRP A	3143 GENTILLY BLVD	3143 GENTILLY BLVD		NEW ORLEANS	LA	70122-0000	US	3,200
3938	GRP A	EASTPORT PLAZA	EASTPORT PLAZA	4124 SE 82ND AVENUE	PORTLAND	OR	97266-2912	US	3,227
3939	GRP A	STREETS AT SOUTHPOINT	STREETS AT SOUTHPOINT	6910 FAYETTEVILLE ROAD	DURHAM	NC	27713-0000	US	2,900
3942	GRP A	LIBERTY TREE MALL	LIBERTY TREE MALL	100 INDEPENDENCE WAY	DANVERS	MA	01923-3655	US	3,205
3943	GRP A	WYOMING VALLEY MALL	WYOMING VALLEY MALL	9 WYOMING VALLEY MALL	WILKES BARRE	PA	18702-6809	US	3,754
3944	GRP A	TANGER OUTLETS-THE WAT	TANGER OUTLETS-THE WALK	2022 BALTCIC AVE	ATLANTIC CITY	NJ	08401-4110	US	5,017
3945	GRP A	MCCARRAN MARKETPLAC	MCCARRAN MARKETPLACE	5915 SOUTH EASTERN AVENUE	LAS VEGAS	NV	89119-3117	US	3,200
3946	GRP A	MALL AT JOHNSON CITY	MALL AT JOHNSON CITY	2011 N ROAN ST	JOHNSON CITY	TN	37601-3130	US	2,436
3949	GRP A	CHAUTAUQUA MALL	CHAUTAUQUA MALL	318 E FAIRMOUNT AVE RM 220	LAKEWOOD	NY	14750-2007	US	3,509
3951	GRP A	FAIRVIEW SHOPPING CENT	FAIRVIEW SHOPPING CENTER	160 FAIRVIEW AVE	HUDSON	NY	12534-1267	US	2,500
3952	GRP A	CUMBERLAND MALL	CUMBERLAND MALL	3849 S DELSEA DR	VINELAND	NJ	08360-7408	US	3,322
3954	GRP A	GWINNETT PLACE MALL	GWINNETT PLACE MALL	2100 PLEASANT HILL RD	DULUTH	GA	30096-4701	US	3,804
3956	GRP A	PERIMETER MALL	PERIMETER MALL	4400 ASHFORD DUNWOODY RD	ATLANTA	GA	30346-0000	US	2,886
3958	GRP A	TARGET SHOPPING CENTE	TARGET SHOPPING CENTER	1094 S 300 WEST	SALT LAKE CITY	UT	84101-0000	US	2,800
3959	GRP A	1199 TEXAS PALMYRA HWY	1199 TEXAS PALMYRA HWY	STE M	HONESDALE	PA	18431-9808	US	2,500
3964	GRP A	PLEASANT GROVE TOWN	PLEASANT GROVE TOWN CENTER	985 WEST STATE ROAD	PLEASANT GROVE	UT	84062-2487	US	3,000
3965	GRP A	LOGAN VALLEY MALL	LOGAN VALLEY MALL	740 LOGAN VALLEY MALL	ALTOONA	PA	16602-2811	US	2,977
3969	GRP A	FINDLAY VILLAGE MALL	FINDLAY VILLAGE MALL	1800 TIFFIN AVE	FINDLAY	OH	45840-6789	US	2,702
3977	GRP A	WHITEHALL MALL	WHITEHALL MALL	1213 WHITEHALL MALL	WHITEHALL	PA	18052-5115	US	4,538
3980	GRP A	ADAMS DAIRY LANDING	ADAMS DAIRY LANDING	1154 NE CORONADO DRIVE	BLUE SPRINGS	MO	64014-2944	US	6,755
3983	GRP A	GOLDEN EAST CROSSING	GOLDEN EAST CROSSING	1100 N WESLEYAN BLVD	ROCKY MOUNT	NC	27804-1877	US	2,487
3984	GRP A	ROTTERDAM SQUARE MAL	ROTTERDAM SQUARE MALL	93 WEST CAMPBELL RD	SCHENECTADY	NY	12306-0000	US	3,577
3987	GRP A	GRAND CENTRAL PLAZA	GRAND CENTRAL PLAZA	43715 FORD ROAD	CANTON	MI	48187-3185	US	4,492
3988	GRP A	COURTLAND CENTER	COURTLAND CENTER	4190 E COURT ST	BURTON	MI	48509-1718	US	4,173
3989	GRP A	HONEY CREEK MALL	HONEY CREEK MALL	3401 HWY 41 S	TERRE HAUTE	IN	47802-4154	US	2,750
3991	GRP A	1112 AVENUE J	1112 AVENUE J		BROOKLYN	NY	11230-0000	US	3,100
3994	GRP A	MUNCIE MALL	MUNCIE MALL	3501 N GRANVILLE AVE	MUNCIE	IN	47303-1263	US	2,917
4005	GRP A	PORTERVILLE S C	PORTERVILLE S C	1311 WEST HENDERSON SPACE A-2	PORTERVILLE	CA	93257-1456	US	3,000
4007	GRP A	VALLEY VIEW MALL	VALLEY VIEW MALL	4802 VALLEY VIEW BLVD NW	ROANOKE	VA	24012-2019	US	3,153
4009	GRP A	THE MALL AT ROCKINGHAM	THE MALL AT ROCKINGHAM PARK	99 ROCKINGHAM PARK BLVD SPACE	SALEM	NH	03079-2900	US	3,137
4011	GRP A	DARTMOUTH MALL	DARTMOUTH MALL	102 N DARTMOUTH MALL	NORTH DARTMOUTH	MA	02747-4204	US	3,000
4012	GRP A	COPPER CROSSING SC	COPPER CROSSING SC	16255 FM 529	HOUSTON	TX	77095-1433	US	2,832
4013	GRP A	GRAND BALDWIN SHOPPIN	GRAND BALDWIN SHOPPING CENTER	1775 GRAND AVE	BALDWIN	NY	11510-2429	US	3,442
4014	GRP A	SHERIDAN PLAZA	SHERIDAN PLAZA	5101 SHERIDAN ST #24	HOLLYWOOD	FL	33021-2833	US	3,000
4017	GRP A	UNIVERSITY PLAZA	UNIVERSITY PLAZA	13620 UNIVERSITY PLAZA SPACE #1	TAMPA	FL	33613-4649	US	3,000
4018	GRP A	LAKESHORE MALL	LAKESHORE MALL	901 US WEST 27	SEBRING	FL	33870-2124	US	3,019
4020	GRP A	MARIN SQUARE SHOPPING	MARIN SQUARE SHOPPING CENTER	75L BELLAM BLVD	SAN RAFAEL	CA	94901-5352	US	2,720
4023	GRP A	459 FULTON ST # 461	459 FULTON ST # 461		BROOKLYN	NY	11201-5207	US	7,001
4024	GRP A	CONCOURSE PLAZA	CONCOURSE PLAZA	216 E 161ST STREET	BRONX	NY	10451-3541	US	2,764
4025	GRP A	COLONIAL PLAZA	COLONIAL PLAZA	2764 E COLONIAL DR	ORLANDO	FL	32803-0000	US	6,664
4028	GRP A	BELLAIRE PLAZA SHOPPIN	BELLAIRE PLAZA SHOPPING CENTER	2605 N ATLANTIC AVE # 16	DAYTONA BEACH	FL	32118-3205	US	3,000
4029	GRP A	MADERA MARKETPLACE	MADERA MARKETPLACE	2091 W CLEVELAND AVE	MADERA	CA	93637-8721	US	3,000
4030	GRP A	GALLERIA AT CRYSTAL RU	GALLERIA AT CRYSTAL RUN	1 N GALLERIA DRIVE	MIDDLETOWN	NY	10941-3032	US	4,107
4031	GRP A	ORCHARD TOWN CENTER	ORCHARD TOWN CENTER	14647 DELAWARE ST	WESTMINSTER	CO	80023-9188	US	2,977
4035	GRP A	2143 3RD AVE	2143 3RD AVE		NEW YORK	NY	10035-4707	US	3,080
4037	GRP A	PRESCOTT GATEWAY MAL	PRESCOTT GATEWAY MALL	3250 GATEWAY BLVD 102	PRESCOTT	AZ	86303-5668	US	2,800
4039	GRP A	COACHELLA PLAZA	COACHELLA PLAZA	50057 HARRISON ST # 4	COACHELLA	CA	92236-1474	US	3,010
4043	GRP A	APACHE MALL	APACHE MALL	1201 12TH STREET SW SUITE 1070	ROCHESTER	MN	55902-2126	US	3,386
4048	GRP A	THE VILLAGE AT ORANGE	THE VILLAGE AT ORANGE	2131 N ORANGE MALL	ORANGE	CA	92865-3611	US	3,590
4049	GRP A	EASTGATE MALL	EASTGATE MALL	4601 EASTGATE BLVD BLDG 832	CINCINNATI	OH	45245-1258	US	2,617
4050	GRP A	TWELVE OAKS MALL	TWELVE OAKS MALL	27390A NOVI RD	NOVI	MI	48377-3418	US	3,400

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4051	GRP A	JEFFERSON POINTE MALL	JEFFERSON POINTE MALL	4150 W JEFFERSON BLVD	FORT WAYNE	IN	46804-6816	US	3,169
4054	GRP A	LOYAL PLAZA	LOYAL PLAZA	1871 E 3RD ST	WILLIAMSPORT	PA	17701-3924	US	3,000
4057	GRP A	RAINBOW SPRINGS WEST	RAINBOW SPRINGS WEST	3675 S RAINBOW BLVD # 105	LAS VEGAS	NV	89103-1059	US	2,880
4058	GRP A	EDWARDS BRADLEY CENT	EDWARDS BRADLEY CENTER	677-681 HILLSIDE AVE	NEW HYDE PARK	NY	11040-2512	US	3,637
4059	GRP A	WESTGATE MALL	WESTGATE MALL	14136 BAXTER DR	BRAINERD	MN	56401-3261	US	2,960
4063	GRP A	LYNNHAVEN MALL	LYNNHAVEN MALL	701 LYNNHAVEN PKY UNIT E18A	VIRGINIA BEACH	VA	23452-0000	US	2,878
4064	GRP A	WATT TOWN CENTER	WATT TOWN CENTER	3609 ELKHORN BOULEVARD	NORTH HIGHLANDS	CA	95660-0000	US	2,720
4066	GRP A	79305 HIGHWAY 111	79305 HIGHWAY 111	SUITE 3	LA QUINTA	CA	92253-4506	US	2,868
4069	GRP A	BRUNSWICK SQUARE MALL	BRUNSWICK SQUARE MALL	755 HIGHWAY 18	EAST BRUNSWICK	NJ	08816-4917	US	2,845
4077	GRP A	NORTHGATE MALL	NORTHGATE MALL	1058 W CLUB BLVD	DURHAM	NC	27701-1115	US	3,075
4082	GRP A	MANSFIELD TOWNE CENTE	MANSFIELD TOWNE CENTER	120 WEST DEBBIE LANE	MANSFIELD	TX	76063-0000	US	3,000
4084	GRP A	RICHMOND TOWN SQUARE	RICHMOND TOWN SQUARE	691 RICHMOND RD	RICHMOND HEIGHTS	OH	44143-2989	US	2,900
4086	GRP A	530 MARKS STREET	530 MARKS STREET	SUITE A	HENDERSON	NV	89014-8603	US	2,889
4087	GRP A	WESTFIELD BROWARD	WESTFIELD BROWARD	8000 WEST BROWARD BLVD	PLANTATION	FL	33388-0000	US	3,200
4089	GRP A	CENTRE AT LILBURN	CENTRE AT LILBURN	4030 LAWRENCEVILLE HIGHWAY	LILBURN	GA	30047-2820	US	2,800
4090	GRP A	UNIVERSITY COMMONS	UNIVERSITY COMMONS	1469 UNIVERSITY DR	BURLINGTON	NC	27215-8772	US	3,200
4094	GRP A	870 W EL MONTE WAY STE	870 W EL MONTE WAY STE A		DINUBA	CA	93618-0000	US	3,008
4098	GRP A	32 WESTCHESTER SQ	32 WESTCHESTER SQ		BRONX	NY	10461-3514	US	3,250
4099	GRP A	EASTLAND CENTER	EASTLAND CENTER	18000 VERNIER RD	HARPER WOODS	MI	48225-1046	US	2,562
4105	GRP A	50 E 170TH ST # 52	50 E 170TH ST # 52		BRONX	NY	10452-0000	US	5,200
4107	GRP A	OAK PARK MALL	OAK PARK MALL	11391 W 95TH ST	OVERLAND PARK	KS	66214-1826	US	7,162
4108	GRP A	301 MAIN ST	301 MAIN ST	SUITE 1	ORANGE	NJ	07050-3629	US	4,710
4109	GRP A	RIVER RIDGE MALL	RIVER RIDGE MALL	3405 CANDLERS MOUNTAIN RD	LYNCHBURG	VA	24502-2241	US	2,285
4110	GRP A	WHITE OAK CROSSING	WHITE OAK CROSSING	175 SHENSTONE BLVD	GARNER	NC	27529-6904	US	2,800
4113	GRP A	4772 N LINCOLN AVE	4772 N LINCOLN AVE		CHICAGO	IL	60625-2010	US	2,990
4115	GRP A	STARRETT CITY SHOPPING	STARRETT CITY SHOPPING CENTER	1360 PENNSYLVANIA AVE # 9	BROOKLYN	NY	11239-2103	US	3,090
4116	GRP A	SOUTHDALE SHOPPING CE	SOUTHDALE SHOPPING CENTER	5110 SE 14TH ST	DES MOINES	IA	50320-1608	US	2,940
4118	GRP A	1815 HILLSDALE AVENUE	1815 HILLSDALE AVENUE	SUITE 30	SAN JOSE	CA	95124-3027	US	3,024
4119	GRP A	WILLOWBROOK MALL	WILLOWBROOK MALL	1370 WILLOWBROOK MALL	WAYNE	NJ	07470-0000	US	3,514
4122	GRP A	CHERRYVALE MALL	CHERRYVALE MALL	7200 HARRISON AVE	ROCKFORD	IL	61112-1017	US	3,186
4123	GRP A	13772 FOOTHILL BLVD	13772 FOOTHILL BLVD		SYLMAR	CA	91342-3104	US	3,200
4124	GRP A	MITCHELL RANCH PLAZA	MITCHELL RANCH PLAZA	3034 LITTLE ROAD	TRINITY	FL	34655-1806	US	2,400
4125	GRP A	STROUD MALL	STROUD MALL	448 STROUD MALL	STROUDSBURG	PA	18360-1147	US	2,949
4126	GRP A	200 PASSAIC AVE	200 PASSAIC AVE	UNIT 6	KEARNY	NJ	07032-1129	US	4,025
4130	GRP A	DEL SOL PALZA	DEL SOL PALZA	702 DEL SOL DR	ALAMOSA	CO	81101-0000	US	2,590
4136	GRP A	SOUTHSIDE MALL	SOUTHSIDE MALL	5006 HWY 23	ONEONTA	NY	13820-4529	US	2,580
4137	GRP A	MORENO VALLEY MALL	MORENO VALLEY MALL	22500 TOWNGATE CIR # 1003	MORENO VALLEY	CA	92553-7510	US	3,230
4138	GRP A	BOULEVARD MALL	BOULEVARD MALL	1259 C NIAGARA FALLS BLVD	AMHERST	NY	14226-1105	US	2,919
4142	GRP A	WAL MART CENTER	WAL MART CENTER	1014 RILEY STREET	FOLSOM	CA	95630-3264	US	3,000
4143	GRP A	CORONADO CENTER MALL	CORONADO CENTER MALL	6600 MENAUL BLVD NE STE J06A	ALBUQUERQUE	NM	87110-3458	US	3,763
4146	GRP A	LYNN SHOPPING CENTER	LYNN SHOPPING CENTER	17 STATE ST	LYNN	MA	01901-1504	US	2,267
4148	GRP A	KEMPS RIVER CROSSING	KEMPS RIVER CROSSING	1255 FORDHAM DRIVE	VIRGINIA BEACH	VA	23464-4212	US	3,200
4156	GRP A	65TH INFANTRY SHOPPING	65TH INFANTRY SHOPPING CENTER	AVE 65 INFANTERIA SPACE 15	SAN JUAN	PR	00923-0000	Puerto R	3,026
4159	GRP A	REXVILLE TOWNE CENTER	REXVILLE TOWNE CENTER	3009 CARR 167	BAYAMON	PR	00956-9215	Puerto R	3,000
4164	GRP A	PLAZA CARIBE MALL	PLAZA CARIBE MALL	PLAZA CARIBE MALL APT 30	VEGA ALTA	PR	00692-6761	Puerto R	3,576
4174	GRP A	WILSHIRE PLAZA SC	WILSHIRE PLAZA SC	8418 N CHURCH RD	KANSAS CITY	MO	64157-1204	US	3,044
4178	GRP A	BURBANK TOWN CENTER	BURBANK TOWN CENTER	201 E MAGNOLIA BOULEVARD	BURBANK	CA	91502-1160	US	2,960
4180	GRP A	WESTROADS MALL	WESTROADS MALL	10000 CALIFORNIA ST STE 2513	OMAHA	NE	68114-2308	US	2,634
4181	GRP A	OPRY MILLS MALL	OPRY MILLS MALL	390 OPRY MILLS DR	NASHVILLE	TN	37214-0000	US	2,900
4182	GRP A	VALLEY CENTRE	VALLEY CENTRE	9616 REISTERSTOWN RD # 19	OWINGS MILLS	MD	21117-4139	US	2,509
4183	GRP A	CONNECTICUT POST MALL	CONNECTICUT POST MALL	1201 BOSTON POST RD # 1081	MILFORD	CT	06460-9010	US	4,422
4185	GRP A	GOVERNOR'S SQUARE	GOVERNOR'S SQUARE MALL	1500 APALACHEE PKY STE 1009	TALLAHASSEE	FL	32301-3017	US	2,315
4186	GRP A	CANYON RIDGE PLAZA	CANYON RIDGE PLAZA	26125 104TH AVENUE SE	KENT	WA	98031-7674	US	2,863
4187	GRP A	CHEYENNE COMMONS	CHEYENNE COMMONS	3065 N RAINBOW BLVD STE F-1	LAS VEGAS	NV	89108-4577	US	2,800
4188	GRP A	FAIRLANE TOWN CENTER	FAIRLANE TOWN CENTER	18900 MICHIGAN AVE	DEARBORN	MI	48126-3929	US	3,090
4192	GRP A	FAIRFAX SHOPPING CENTE	FAIRFAX SHOPPING CENTER	2105 CONCORD PIKE	WILMINGTON	DE	19803-2906	US	2,325
4193	GRP A	THE PLAZA AT HIGHLANDS	THE PLAZA AT HIGHLANDS RANCH	1970 E COUNTY LINE ROAD	LITTLETON	CO	80126-2437	US	2,664
4194	GRP A	FREEHOLD MALL SHOPPIN	FREEHOLD MALL SHOPPING CENTER	3681 RTE 9	FREEHOLD	NJ	07728-2674	US	3,000
4205	GRP A	PLAZA DEL CARIBE	PLAZA DEL CARIBE	2050 PONCE BY PASS	PONCE	PR	00717-1313	Puerto R	4,354
4206	GRP A	PLAZA FAJARDO	PLAZA FAJARDO	150 CARR 940	FAJARDO	PR	00738-8634	Puerto R	3,200
4213	GRP A	MAYAGUEZ MALL	MAYAGUEZ MALL	975 AVE HOSTOS	MAYAGUEZ	PR	00680-1285	Puerto R	3,500
4215	GRP A	PLAZA DEL NORTE MALL	PLAZA DEL NORTE MALL	506 CALLE TRUNCADO	HATILLO	PR	00659-2716	Puerto R	4,252
4221	GRP A	PLAZA DEL ATLANTICO	PLAZA DEL ATLANTICO	1400 AVE MIRAMAR	ARECIBO	PR	00612-2747	Puerto R	3,302
4223	GRP A	AGUADILLA MALL	AGUADILLA MALL	15005 AVE LOS CORAZONES	AGUADILLA	PR	00603-0000	Puerto R	4,681
4235	GRP A	PLAZA ISABELA	PLAZA ISABELA	3535 AVE MILITAR	ISABELA	PR	00662-4011	Puerto R	3,000
4238	GRP A	THE OUTLETS AT MONTEH	THE OUTLETS AT MONTEHIEDRA	9410 AVE LOS ROMEROS	RIO PIEDRAS	PR	00926-7007	Puerto R	3,048
4239	GRP A	SAN PATRICIO PLAZA	SAN PATRICIO PLAZA	100 AVE SAN PATRICIO	GUAYNABO	PR	00968-2609	Puerto R	3,300
4242	GRP A	PLAZA RIO HONDO MALL	PLAZA RIO HONDO MALL	60 AVENUE RIO HONDO	BAYAMON	PR	00961-3121	Puerto R	3,750
4245	GRP A	PEREZ HERMANOS PLAZA	PEREZ HERMANOS PLAZA	4007 AVE JESUS T PINERO	CAYEY	PR	00736-5544	Puerto R	3,200
4247	GRP A	LOS COLOBOS SC	LOS COLOBOS SC	14220 AVE 65 INFANTERIA	CAROLINA	PR	00987-2227	Puerto R	3,200
4248	GRP A	LAS CATALINAS MALL	LAS CATALINAS MALL	CALLE BETANCES #410	CAGUAS	PR	00725-5200	Puerto R	3,164
4250	GRP A	PLAZA DEL SOL MALL	PLAZA DEL SOL MALL	725 AVE W MAIN	BAYAMON	PR	00961-4470	Puerto R	3,411
4253	GRP A	PLAZA ESCORIAL	PLAZA ESCORIAL	5840 PLAZA ESCORIAL	CAROLINA	PR	00987-5001	Puerto R	3,521
4255	GRP A	PLAZA GUAYNABO SC	PLAZA GUAYNABO SC	CALLE MARGINAL ESMERALDA #130	GUAYNABO	PR	00969-0382	Puerto R	3,380
4260	GRP A	CENTRO DEL SUR MALL	CENTRO DEL SUR MALL	1485 BLVD MIGUEL POU	PONCE	PR	00717-2702	Puerto R	2,912
4261	GRP A	LAKE ELSINORE OUTLET C	LAKE ELSINORE OUTLET CENTER	17600 COLLIER AVE	LAKE ELSINORE	CA	92530-2633	US	2,779
4263	GRP A	5038 BUFORD HWY	5038 BUFORD HWY		CHAMBLEE	GA	30341-2997	US	3,956
4265	GRP A	WESTFIELD GALLERIA AT	WESTFIELD GALLERIA AT ROSEVILLE	1151 GALLERIA BLVD	ROSEVILLE	CA	95678-1938	US	3,061
4272	GRP A	NORTHPOINTE MARKET C	NORTHPOINTE MARKET CENTER	6120 NORTHPOINT PKWY	ALPHARETTA	GA	30022-3010	US	3,200
4279	GRP A	CHESTERFIELD CROSSING	CHESTERFIELD CROSSING SC	12221 CHATTANOOGA PLAZA	MIDLOTHIAN	VA	23112-4865	US	2,800
4281	GRP A	CENTENNIAL CENTRE	CENTENNIAL CENTRE	7950 W TROPICAL PARKWAY	LAS VEGAS	NV	89149-0000	US	2,560
4282	GRP A	PRESIDENTIAL MARKET S	PRESIDENTIAL MARKET SHOPPING CE	1905 SCENIC HIGHWAY	SNELLVILLE	GA	30078-0000	US	3,450
4284	GRP A	BOULEVARD SHOPS	BOULEVARD SHOPS	11120 PINES BOULEVARD	PEMBROKE PINES	FL	33026-5210	US	3,033
4285	GRP A	WOODSTOCK SQUARE	WOODSTOCK SQUARE	128 WOODSTOCK SQUARE AVE	WOODSTOCK	GA	30189-0000	US	2,800
4286	GRP A	THE SHOPS AT LAURA HILL	THE SHOPS AT LAURA HILL	2206 HIGHWAY K	O FALLON	MO	63366-7929	US	2,600
4287	GRP A	ARUNDEL MILLS MALL	ARUNDEL MILLS MALL	7000 ARUNDEL MILLS CIRCLE	HANOVER	MD	21076-1282	US	2,680
4290	GRP A	3805 BROADWAY	3805 BROADWAY		NEW YORK	NY	10032-1502	US	3,200
4294	GRP A	HILLSBOROUGH PROMENA	HILLSBOROUGH PROMENADE	315 ROUTE 206	HILLSBOROUGH	NJ	08844-0000	US	2,800
4295	GRP A	THE CENTER AT HAGERST	THE CENTER AT HAGERSTOWN	17708 GARLAND GROH BLVD	HAGERSTOWN	MD	21740-2016	US	3,998
4297	GRP A	DOMAIN II	DOMAIN II	3220 FEATHERGRASS COURT	AUSTIN	TX	78758-7777	US	2,848
4298	GRP A	WATAUGA TOWN CROSSIN	WATAUGA TOWN CROSSING	8004 DENTON HIGHWAY	WATAUGA	TX	76148-2468	US	3,000
4299	GRP A	RIVERVIEW SHOPPING CE	RIVERVIEW SHOPPING CENTER	6 E GRANT ST	ROMA	TX	78584-8085	US	3,280

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Payless 6

Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4300	GRP A	PERRIS VALLEY SPECTRUM	PERRIS VALLEY SPECTRUM	2560 N PERRIS BLVD STE R5	PERRIS	CA	92571-3251	US	2,800
4303	GRP A	ALBANY MALL	ALBANY MALL	2601 DAWSON ROAD SPACE B10	ALBANY	GA	31707-1632	US	2,880
4307	GRP A	WESTFIELD SOUTHCENTER	WESTFIELD SOUTHCENTER	2866 SOUTHCENTER MALL	TUKWILA	WA	98188-0000	US	3,120
4313	GRP A	ROCKLAND CONSUMER PL	ROCKLAND CONSUMER PLAZA	42 ROCKLAND CONSUMER PLAZA	NANUET	NY	10954-2208	US	4,124
4314	GRP A	495 W 49TH ST	495 W 49TH ST		HIALEAH	FL	33012-3602	US	4,786
4317	GRP A	PARK CITY CENTER	PARK CITY CENTER	1234 PARK CITY CTR	LANCASTER	PA	17601-2724	US	3,000
4319	GRP A	3425 S CAMPBELL AVENUE	3425 S CAMPBELL AVENUE		SPRINGFIELD	MO	65807-5101	US	3,010
4320	GRP A	606 SW ALDER ST	606 SW ALDER ST		PORTLAND	OR	97205-3614	US	3,830
4321	GRP A	LAUREL MALL	LAUREL MALL	95 LAUREL MALL	HAZLETON	PA	18202-1201	US	3,200
4326	GRP A	GEORGETOWN SHOPPING	GEORGETOWN SHOPPING CENTER	2135 RALPH AVE # 19	BROOKLYN	NY	11234-5405	US	4,600
4327	GRP A	1897 3RD AVE	1897 3RD AVE		NEW YORK	NY	10029-4906	US	3,025
4330	GRP A	HANFORD MALL	HANFORD MALL	1675 W LACEY BLVD	HANFORD	CA	93230-5938	US	3,497
4332	GRP A	1017 FLATBUSH AVE	1017 FLATBUSH AVE		BROOKLYN	NY	11226-5429	US	4,238
4333	GRP A	COUNTRYSIDE MARKETPL	COUNTRYSIDE MARKETPLACE	30230 HAUN RD	MENIFEE	CA	92584-6821	US	3,022
4335	GRP A	MONMOUTH MALL	MONMOUTH MALL	180 STATE ROUTE 35 SOUTH	EATONTOWN	NJ	07724-2024	US	5,894
4336	GRP A	GRAND TRAVERSE MALL	GRAND TRAVERSE MALL	3200 S AIRPORT RD WEST	TRAVERSE CITY	MI	49684-0000	US	3,088
4338	GRP A	SOUTHPARK MALL	SOUTHPARK MALL	144 S PARK CIRCLE	COLONIAL HEIGHTS	VA	23834-2963	US	2,974
4339	GRP A	3457 JEROME AVE	3457 JEROME AVE		BRONX	NY	10467-1049	US	2,890
4342	GRP A	SPORTS ARENA BOULEVARD	SPORTS ARENA BOULEVARD SHOPPING	3225 SPORTS ARENA BLVD STE 1	SAN DIEGO	CA	92110-4548	US	4,000
4343	GRP A	MANTECA STADIUM CENTER	MANTECA STADIUM CENTER	2232 DANIELS STREET	MANTECA	CA	95337-0000	US	3,000
4347	GRP A	3723 82ND ST	3723 82ND ST		FLUSHING	NY	11372-7031	US	7,904
4348	GRP A	SILVER CITY GALLERIA	SILVER CITY GALLERIA	2 GALLERIA DRIVE	TAUNTON	MA	02780-6989	US	4,032
4349	GRP A	720 N MAIN ST	720 N MAIN ST		TOOELE	UT	84074-1612	US	3,062
4350	GRP A	5320 5TH AVE	5320 5TH AVE		BROOKLYN	NY	11220-3111	US	2,962
4356	GRP A	EXTON SQUARE MALL	EXTON SQUARE MALL	182 EXTON SQUARE MALL	EXTON	PA	19341-2440	US	2,830
4358	GRP A	110 W 34TH STREET	110 W 34TH STREET		NEW YORK	NY	10001-2910	US	5,629
4359	GRP A	AURORA CITY PLACE	AURORA CITY PLACE	14152 E CEDAR AVE	AURORA	CO	80012-1419	US	6,538
4365	GRP A	ANTELOPE VALLEY MALL	ANTELOPE VALLEY MALL	1233 W AVENUE P STE 537	PALMDALE	CA	93551-3983	US	3,304
4366	GRP A	1021 BROAD ST	1021 BROAD ST		SUMTER	SC	29150-2504	US	4,264
4367	GRP A	WOODS CREEK CENTER	WOODS CREEK CENTER	706 SOUTH RANDALL RD	ALGONQUIN	IL	60102-5915	US	3,021
4368	GRP A	1034 NORTH STRATFORD	1034 NORTH STRATFORD RD		MOSES LAKE	WA	98837-1573	US	3,062
4370	GRP A	6715 18TH AVE	6715 18TH AVE		BROOKLYN	NY	11204-4302	US	2,314
4371	GRP A	1574 PITKIN AVE	1574 PITKIN AVE		BROOKLYN	NY	11212-4639	US	4,760
4374	GRP A	2883 NORTH AVE	2883 NORTH AVE		GRAND JUNCTION	CO	81501-5064	US	3,062
4375	GRP A	3070 STEINWAY ST	3070 STEINWAY ST		LONG ISLAND CITY	NY	11103-3802	US	3,130
4377	GRP A	SOUTHPORT SC	SOUTHPORT SC	999 MONTAUK HWY	SHIRLEY	NY	11967-2113	US	5,096
4380	GRP A	700 W 15TH ST	700 W 15TH ST		PLANO	TX	75075-8823	US	3,120
4384	GRP A	MARCUS PLAZA	MARCUS PLAZA	624 W MAIN ST	NORWICH	CT	06360-6043	US	3,000
4386	GRP A	CENTERPOINTE S C	CENTERPOINTE S C	1100 S MOUNT VERNON AVE	COLTON	CA	92324-4255	US	2,650
4387	GRP A	ALTAMONTE MALL	ALTAMONTE MALL	451 E ALTAMONTE DR	ALTAMONTE SPRINGS	FL	32701-0000	US	3,563
4388	GRP A	MOHAWK ACRES	MOHAWK ACRES	1762 BLACK RIVER BLVD N # 8	ROME	NY	13440-2454	US	3,125
4391	GRP A	DESOTO SQUARE MALL	DESOTO SQUARE MALL	303 301 BLVD W	BRADENTON	FL	34205-7949	US	3,482
4394	GRP A	LACEY MALL	LACEY MALL	344 MAIN ST	LANOKA HARBOR	NJ	08734-2830	US	3,200
4396	GRP A	THE GATEWAY AT DETROIT	THE GATEWAY AT DETROIT	1371 WEST 8 MILE RD	HIGHLAND PARK	MI	48203-0000	US	7,500
4397	GRP A	CORRIDOR MARKET PLACE	CORRIDOR MARKET PLACE	3337 CORRIDOR MARKET PLACE	LAUREL	MD	20724-2378	US	2,500
4401	GRP A	BRIARWOOD MALL	BRIARWOOD MALL	488 BRIARWOOD CIRCLE	ANN ARBOR	MI	48108-1608	US	3,596
4402	GRP A	ENTERPRISE SHOPPING C	ENTERPRISE SHOPPING CENTER	9433 1/2 ANNAPOLIS RD	LANHAM	MD	20706-3020	US	4,451
4403	GRP A	EMPIRE CENTER	EMPIRE CENTER	17064 SLOVER AVE STE C104	FONTANA	CA	92337-7592	US	3,203
4405	GRP A	WESTFIELD TRUMBULL	WESTFIELD TRUMBULL	5065 MAIN ST	TRUMBULL	CT	06611-4204	US	3,200
4407	GRP A	CROSSROADS PLAZA	CROSSROADS PLAZA	2505 WARWICK AVE	WARWICK	RI	02889-4262	US	2,400
4408	GRP A	REGENCY SQUARE MALL	REGENCY SQUARE MALL	1420 PARHAM RD	RICHMOND	VA	23229-0000	US	2,800
4410	GRP A	WOLFCHASE GALLERIA	WOLFCHASE GALLERIA	2760 N GERMAN TOWN PKWY	BARTLETT	TN	38133-8154	US	3,489
4412	GRP A	LEBANON VALLEY MALL	LEBANON VALLEY MALL	2239 LEBANON VALLEY MALL	LEBANON	PA	17042-2567	US	2,500
4413	GRP A	VACAVILLE COMMONS	VACAVILLE COMMONS	2060 HARBISON DR	VACAVILLE	CA	95687-3907	US	3,200
4414	GRP A	CHICOPEE MARKETPLACE	CHICOPEE MARKETPLACE	591 MEMORIAL DR	CHICOPEE	MA	01020-5050	US	2,800
4415	GRP A	THE SHOPS AT FOX RIVER	THE SHOPS AT FOX RIVER	2922 COMMERCE DR	JOHNSBURG	IL	60051-5409	US	3,000
4417	GRP A	PEMBROKE LAKES MALL	PEMBROKE LAKES MALL	11401 PINES BLVD	PEMBROKE PINES	FL	33026-0000	US	3,092
4418	GRP A	REGENCY SQUARE MALL	REGENCY SQUARE MALL	301 COX CREEK PKY	FLORENCE	AL	35630-1574	US	2,350
4420	GRP A	MOUNTAIN RIVER PLAZA	MOUNTAIN RIVER PLAZA	510 N 2ND E STE 1	REXBURG	ID	83440-3566	US	2,893
4422	GRP A	4312 I 75 BUSINESS SPUR	4312 I 75 BUSINESS SPUR		SAULT STE MARIE	MI	49783-3620	US	3,062
4423	GRP A	WINDWARD MALL	WINDWARD MALL	46-056 KAM HIGHWAY	KANE OHE	HI	96744-3755	US	3,261
4424	GRP A	WAIPAHU TOWN CENTER	WAIPAHU TOWN CENTER	94-050 FARRINGTON HWY	WAIPAHU	HI	96797-1841	US	2,810
4426	GRP A	PRINCE KUHIO PLAZA	PRINCE KUHIO PLAZA	111 E PUAINAKO ST	HILO	HI	96720-5288	US	2,914
4427	GRP A	PEARLRIDGE CENTER UPT	PEARLRIDGE CENTER UPTOWN	98-1005 MOANALUA RD	AIEA	HI	96701-4708	US	5,717
4431	GRP A	146 SMITH ST	146 SMITH ST		PERTH AMBOY	NJ	08861-4312	US	2,442
4433	GRP A	CROMWELL SQUARE	CROMWELL SQUARE	51 SHUNPIKE RD # 02	CROMWELL	CT	06416-2497	US	2,304
4434	GRP A	CORTLANDVILLE CROSSIN	CORTLANDVILLE CROSSING	854 STATE ROUTE 13	CORTLAND	NY	13045-3556	US	2,648
4435	GRP A	COCONUT POINT TOWN CE	COCONUT POINT TOWN CENTER	8016 MEDITERRANEAN DR	ESTERO	FL	33928-0000	US	2,832
4437	GRP A	MALLARD CROSSING SHOP	MALLARD CROSSING SHOPPING CENTER	851 MEACHAM RD	ELK GROVE VILLAGE	IL	60007-3073	US	2,354
4438	GRP A	NORTHWEND SHOPPING C	NORTHWEND SHOPPING CENTER	9511 N LAMAR BLVD	AUSTIN	TX	78753-4107	US	4,000
4441	GRP A	SIEGEN PLAZA	SIEGEN PLAZA	6841 SIEGEN LANE	BATON ROUGE	LA	70809-4528	US	2,800
4442	GRP A	MALL OF AMERICA	MALL OF AMERICA	150 N GARDENS	MINNEAPOLIS	MN	55425-5517	US	3,001
4444	GRP A	KLAMATH WALMART	KLAMATH WALMART	3610 WASHBURN WAY	KLAMATH FALLS	OR	97603-4539	US	3,062
4449	GRP A	DATE PALM PLAZA CENTER	DATE PALM PLAZA CENTER	31375 DATE PALM DRIVE	CATHEDRAL CITY	CA	92234-3020	US	2,820
4454	GRP A	EAST MEADOW PLAZA	EAST MEADOW PLAZA	1950 HEMPSTEAD TPKE	EAST MEADOW	NY	11554-1712	US	3,025
4456	GRP A	OTSEGO PLAZA	OTSEGO PLAZA	1221 M 89 STE 200	PLAINWELL	MI	49080-1135	US	2,600
4457	GRP A	NORTH ANDOVER MALL	NORTH ANDOVER MALL	350 WINTHROP AVE	NORTH ANDOVER	MA	01845-4289	US	3,000
4458	GRP A	MAGNOLIA MALL	MAGNOLIA MALL	2701 DAVID H MCLEOD BLVD	FLORENCE	SC	29501-4028	US	3,124
4459	GRP A	1432 ROCKAWAY PKY	1432 ROCKAWAY PKY		BROOKLYN	NY	11236-2602	US	4,207
4462	GRP A	NORTH MASSAPEQUA SC	NORTH MASSAPEQUA SC	4250 JERUSALEM AVE	MASSAPEQUA	NY	11758-3315	US	3,967
4472	GRP A	NEWBURGH MALL	NEWBURGH MALL	1401 ROUTE 300	NEWBURGH	NY	12550-2991	US	3,672
4473	GRP A	PLYMOUTH MEETING MALL	PLYMOUTH MEETING MALL	500 W GERMAN TOWN PIKE	PLYMOUTH MEETING	PA	19462-1327	US	4,197
4475	GRP A	1406 KINGS HWY # 10	1406 KINGS HWY # 10		BROOKLYN	NY	11229-2004	US	2,538
4476	GRP A	SOUTHLAKE MALL	SOUTHLAKE MALL	2460 SOUTHLAKE MALL	MORROW	GA	30260-2334	US	3,534
4477	GRP A	TRI-CITY PLAZA	TRI-CITY PLAZA	174 TRI-CITY PLAZA	SOMERSWORTH	NH	03878-1801	US	2,945
4479	GRP A	7731 GALL BOULEVARD	7731 GALL BOULEVARD		ZEPHYRHILLS	FL	33541-4315	US	2,800
4480	GRP A	RIDGEDALE CENTER	RIDGEDALE CENTER	12685 WAYZATA BLVD STE 248	MINNETONKA	MN	55305-1941	US	3,014
4482	GRP A	SUNVET MALL	SUNVET MALL	5801 SUNRISE HWY	HOLBROOK	NY	11741-4805	US	2,538
4483	GRP A	TOWN CENTER AT COBB	TOWN CENTER AT COBB	400 BARRETT PARKWAY	KENNESAW	GA	30144-4985	US	2,234
4486	GRP A	HARLEM IRVING MALL	HARLEM IRVING MALL	4202 N HARLEM AVE SUITE I	NORRIDGE	IL	60706-1223	US	3,660
4487	GRP A	100 W 5TH ST	100 W 5TH ST		DOUGLAS	AZ	85607-2849	US	3,062
4488	GRP A	COTTONWOOD STATION M	COTTONWOOD STATION MALL	146 JUNCTION DR	GLEN CARBON	IL	62034-4322	US	3,000

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Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4490	GRP A	BARDIN SHOPPING CENTER	BARDIN SHOPPING CENTER	4638 S COOPER STREET # 196	ARLINGTON	TX	76017-5863	US	3,017
4494	GRP A	FAIR OAKS MALL	FAIR OAKS MALL	2296 25TH ST SPACE E118	COLUMBUS	IN	47201-3200	US	2,855
4500	GRP A	WAMPANOAG PLAZA	WAMPANOAG PLAZA	1925 PAWTUCKET AVE	EAST PROVIDENCE	RI	02914-1642	US	3,240
4501	GRP A	MARSHALLS PLAZA	MARSHALLS PLAZA	1400 OAKLAWN AVE	CRANSTON	RI	02920-2643	US	2,767
4503	GRP A	CARSON VALLEY PLAZA	CARSON VALLEY PLAZA	911 TOPSY LANE	CARSON CITY	NV	89705-8403	US	2,800
4505	GRP A	1901 W PALMETTO ST	1901 W PALMETTO ST		FLORENCE	SC	29501-4051	US	3,060
4506	GRP A	CARMEL MOUNTAIN PLAZA	CARMEL MOUNTAIN PLAZA	11946 CARMEL MOUNTAIN RD	SAN DIEGO	CA	92128-4641	US	2,700
4514	GRP A	HAWLEY LANE MALL	HAWLEY LANE MALL	100 HAWLEY LN	TRUMBULL	CT	06611-5330	US	2,554
4516	GRP A	3953 BURBANK RD	3953 BURBANK RD		WOOSTER	OH	44691-8520	US	3,062
4517	GRP A	360 EUBANK BLVD NE	360 EUBANK BLVD NE		ALBUQUERQUE	NM	87123-2755	US	3,120
4519	GRP A	WENATCHEE VALLEY MALL	WENATCHEE VALLEY MALL	511 VALLEY MALL PKY	EAST WENATCHEE	WA	98802-4844	US	2,785
4521	GRP A	COLLEGE PARK PLAZA SH	COLLEGE PARK PLAZA SHOPPING CENTER	3269 W 86TH ST STE D	INDIANAPOLIS	IN	46268-3606	US	2,800
4522	GRP A	1660 PACKARD HWY	1660 PACKARD HWY		CHARLOTTE	MI	48813-9717	US	2,391
4523	GRP A	1390 N FIRST	1390 N FIRST		HERMISTON	OR	97838-1102	US	3,672
4525	GRP A	1085 OLD COUNTRY RD	1085 OLD COUNTRY RD		RIVERHEAD	NY	11901-2019	US	4,380
4526	GRP A	3426 GARTH RD	3426 GARTH RD		BAYTOWN	TX	77521-3849	US	3,060
4527	GRP A	ROOSEVELT MALL SHOPPI	ROOSEVELT MALL SHOPPING CENTER	2327 COTTMAN AVE	PHILADELPHIA	PA	19149-1008	US	2,850
4529	GRP A	THE GALLERIA	THE GALLERIA	500 GALLERIA DR STE 128	JOHNSTOWN	PA	15904-8911	US	4,033
4534	GRP A	5130 DIXIE HIGHWAY	5130 DIXIE HIGHWAY		WATERFORD	MI	48329-1713	US	2,391
4535	GRP A	11022 SPRING CYPRESS RI	11022 SPRING CYPRESS RD	SUITE 100	TOMBALL	TX	77377-6519	US	2,800
4538	GRP A	ATLANTIC SQUARE SHOPP	ATLANTIC SQUARE SHOPPING CENTER	2150 S ATLANTIC BLVD SUITE 2128	MONTEREY PARK	CA	91754-6802	US	4,140
4539	GRP A	1204 GARTH BROOKS BLVD	1204 GARTH BROOKS BLVD		YUKON	OK	73099-4107	US	3,000
4541	GRP A	SOUTH TOWNE CENTER	SOUTH TOWNE CENTER	10450 STATE ST STE 2214	SANDY	UT	84700-4194	US	2,891
4542	GRP A	HARFORD MALL	HARFORD MALL	680 BEL AIR RD	BEL AIR	MD	21014-4223	US	3,159
4544	GRP A	MIDPOINTE CENTER	MIDPOINTE CENTER	2910 TOWNE BLVD	MIDDLETOWN	OH	45044-6200	US	2,707
4545	GRP A	NESHAMINY MALL	NESHAMINY MALL	801 NESHAMINY MALL	BENSALEM	PA	19020-1614	US	4,876
4546	GRP A	BANGOR MALL	BANGOR MALL	663 STILLWATER AVE SPACE F-2	BANGOR	ME	04401-3642	US	2,824
4550	GRP A	PORT HAVEN PLAZA	PORT HAVEN PLAZA	5020 NESCONSET HWY	SETAUKET	NY	11733-3457	US	3,121
4554	GRP A	JEFFERSON VALLEY MALL	JEFFERSON VALLEY MALL	650 LEE BLVD SPACE F-22	YORKTOWN HEIGHTS	NY	10598-1100	US	3,244
4555	GRP A	367 WASHINGTON ST	367 WASHINGTON ST		BOSTON	MA	02108-5110	US	5,582
4556	GRP A	GREEN ACRES MALL	GREEN ACRES MALL	1142 GREEN ACRES MALL	VALLEY STREAM	NY	11581-1538	US	4,111
4557	GRP A	THE QUARRY SHOPPING C	THE QUARRY SHOPPING CENTER	9430 JOLIET RD	HODGKINS	IL	60525-7266	US	5,000
4559	GRP A	CITRUS CENTER	CITRUS CENTER	2657 E GULF TO LAKE HIGHWAY	INVERNESS	FL	34453-3216	US	2,700
4564	GRP A	SHOPPING AT THE ROSE	SHOPPING AT THE ROSE	2051 ROSE AVENUE	OXNARD	CA	93030-2685	US	3,000
4567	GRP A	MANSFIELD CROSSING	MANSFIELD CROSSING	280 SCHOOL ST	MANSFIELD	MA	02048-1810	US	2,850
4570	GRP A	ROUND LAKE COURT	ROUND LAKE COURT	272 E ROLLINS ROAD	ROUND LAKE BEACH	IL	60073-1330	US	3,511
4571	GRP A	BARSTOW ROAD CENTER	BARSTOW ROAD CENTER	512 E VIRGINIA WAY	BARSTOW	CA	92311-3910	US	3,000
4574	GRP A	SUGAR CREEK PLAZA II	SUGAR CREEK PLAZA II	6220 A WILMINGTON PIKE	DAYTON	OH	45459-0000	US	3,146
4575	GRP A	KAMEHAMEHA S C	KAMEHAMEHA S C	1620 N SCHOOL ST	HONOLULU	HI	96817-1844	US	2,902
4580	GRP A	1285-A BROADWAY	1285-A BROADWAY		BROOKLYN	NY	11221-2908	US	3,100
4584	GRP A	3690 S EL CAMINO REAL	3690 S EL CAMINO REAL		SAN MATEO	CA	94403-4421	US	5,325
4589	GRP A	MALL IN COLUMBIA	MALL IN COLUMBIA	10300 LITTLE PATUXENT PARKWAY	COLUMBIA	MD	21044-7006	US	3,640
4590	GRP A	1502 S RANGE LINE RD	1502 S RANGE LINE RD		JOPLIN	MO	64804-3229	US	3,060
4591	GRP A	CHERRY HILL MALL	CHERRY HILL MALL	2000 ROUTE 38 UNIT 1013	CHERRY HILL	NJ	08002-2171	US	3,934
4595	GRP A	117-08 LIBERTY AVE	117-08 LIBERTY AVE		JAMAICA	NY	11419-1922	US	4,720
4596	GRP A	424 S BROADWAY	424 S BROADWAY		YONKERS	NY	10705-2301	US	3,250
4598	GRP A	2817 N KANSAS EXPY	2817 N KANSAS EXPY		SPRINGFIELD	MO	65803-1017	US	3,060
4600	GRP A	SHERMAN TOWN CENTER	SHERMAN TOWN CENTER	4172 TOWN CENTER STREET	SHERMAN	TX	75090-0000	US	2,934
4601	GRP A	CARMAN'S PLAZA SHOPPI	CARMAN'S PLAZA SHOPPING CENTER	930 CARMANS ROAD	MASSAPEQUA	NY	11758-3505	US	2,899
4602	GRP A	BORDER CROSSING CBD	BORDER CROSSING CBD	1119 FARRAGUT ST	LAREDO	TX	78040-5057	US	4,128
4610	GRP A	APPLE BLOSSOM MALL	APPLE BLOSSOM MALL	1850 APPLE BLOSSOM MALL	WINCHESTER	VA	22601-0000	US	2,639
4612	GRP A	4620 N. 27TH ST	4620 N. 27TH ST		LINCOLN	NE	68521-4700	US	3,060
4613	GRP A	AMITY PLAZA	AMITY PLAZA	154 AMITY RD	NEW HAVEN	CT	06515-1405	US	2,888
4615	GRP A	TECATE ROAD BORDER	TECATE ROAD BORDER	406 TECATE RD	TECATE	CA	91980-0000	US	5,016
4616	GRP A	BOGEY HILLS PLAZA	BOGEY HILLS PLAZA	2047 ZUMBEHL ROAD	SAINT CHARLES	MO	63303-2723	US	3,200
4622	GRP A	2826 CHURCH AVE	2826 CHURCH AVE		BROOKLYN	NY	11226-4106	US	2,735
4626	GRP A	WESTBROOK PLAZA	WESTBROOK PLAZA	11 MAIN ST	WESTBROOK	ME	04092-4736	US	2,840
4628	GRP A	AUBURN MALL	AUBURN MALL	550 CENTER ST	AUBURN	ME	04210-6314	US	3,623
4629	GRP A	THE CROSSLANDS AT OSC	THE CROSSLANDS AT OSCEOLA PARK	608 CENTERVIEW BLVD	KISSIMMEE	FL	34741-7649	US	6,004
4630	GRP A	THE OUTLET COLLECTION	THE OUTLET COLLECTION - SEATTLE	1101 OUTLET COLLECTION WAY	AUBURN	WA	98002-0000	US	4,080
4634	GRP A	16932 EAST QUINCY AVENUE	16932 EAST QUINCY AVENUE		AURORA	CO	80015-2745	US	3,000
4635	GRP A	MACDONALD 80 RETAIL C	MACDONALD 80 RETAIL CENTER	4200 MACDONALD AVE STE G	RICHMOND	CA	94805-2315	US	3,000
4639	GRP A	FOOTHILLS MALL	FOOTHILLS MALL	7475 N CHOLLA BLVD	TUCSON	AZ	85741-0000	US	3,204
4642	GRP A	PRICES CORNER SHOPPIN	PRICES CORNER SHOPPING CENTER	3208 KIRKWOOD HWY	WILMINGTON	DE	19808-6130	US	3,500
4645	GRP A	875 UTICA AVE	875 UTICA AVE		BROOKLYN	NY	11203-4313	US	2,794
4646	GRP A	OCEAN COUNTY MALL	OCEAN COUNTY MALL	1201 HOOPER AVE	TOMS RIVER	NJ	08753-3387	US	3,775
4649	GRP A	REEF PLAZA	REEF PLAZA	3981 OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33311-1007	US	4,011
4650	GRP A	1137 LIBERTY AVENUE	1137 LIBERTY AVENUE		BROOKLYN	NY	11208-3310	US	2,670
4659	GRP A	GOLDENROD MARKETPLA	GOLDENROD MARKETPLACE	5963 S GOLDENROD RD	ORLANDO	FL	32822-0000	US	6,000
4660	GRP A	3401 ARAMINGO AVE	3401 ARAMINGO AVE		PHILADELPHIA	PA	19134-4507	US	3,790
4661	GRP A	CONCORD MALL	CONCORD MALL	4737 CONCORD PIKE # SP400	WILMINGTON	DE	19803-1442	US	2,350
4664	GRP A	SOMERSET PLAZA	SOMERSET PLAZA	375 AMHERST ST	NASHUA	NH	03063-1216	US	4,810
4666	GRP A	EXPRESSWAY PLAZA	EXPRESSWAY PLAZA	2314 N OCEAN AVE	FARMINGVILLE	NY	11738-2909	US	3,200
4671	GRP A	WESTFIELD SOUTH SHOR	WESTFIELD SOUTH SHORE	1701 SUNRISE HWY	BAY SHORE	NY	11706-6091	US	3,605
4672	GRP A	ROCK HILL SHOPPING CEN	ROCK HILL SHOPPING CENTER	2353 N CHERRY RD	ROCK HILL	SC	29732-2166	US	3,060
4677	GRP A	EL PASEO POWER FLOOR	EL PASEO POWER FLOOR	2451 ROCKWOOD AVENUE SUITE 11	CALEXICO	CA	92231-4405	US	3,720
4680	GRP A	924 CRESSWELL LN	924 CRESSWELL LN		OPELOUSAS	LA	70570-5820	US	3,825
4682	GRP A	9636 AIRLINE HWY	9636 AIRLINE HWY		BATON ROUGE	LA	70815-5505	US	3,427
4685	GRP A	231 FRONTAGE RD	231 FRONTAGE RD		PICAYUNE	MS	39466-7587	US	2,400
4691	GRP A	WARWICK MALL	WARWICK MALL	400 BALD HILL RD STE 402	WARWICK	RI	02886-1690	US	3,418
4692	GRP A	CINNAMINSON PLAZA SC	CINNAMINSON PLAZA SC	2501 RT 130	CINNAMINSON	NJ	08077-3018	US	2,500
4693	GRP A	OAKWOOD PLAZA	OAKWOOD PLAZA	3771 OAKWOOD BLVD.	HOLLYWOOD	FL	33020-7112	US	3,000
4695	GRP A	VESTAL TOWN SQUARE	VESTAL TOWN SQUARE	2409 VESTAL PARKWAY E	VESTAL	NY	13850-2018	US	4,100
4697	GRP A	CAPITAL SHOPPING CENTE	CAPITAL SHOPPING CENTER	80 STORRS ST	CONCORD	NH	03301-4840	US	3,000
4746	GRP A	HIRAM PAVILLION	HIRAM PAVILLION	5140 JIMMY LEE SMITH PKWY	HIRAM	GA	30141-2736	US	2,800
4753	GRP A	FAIRLESS HILLS S/C	FAIRLESS HILLS S/C	485 OXFORD VALLEY ROAD	FAIRLESS HILLS	PA	19030-4202	US	3,000
4754	GRP A	SOUTH TOWN PLAZA	SOUTH TOWN PLAZA	3333 W HENRIETTA RD	ROCHESTER	NY	14623-3543	US	3,150
4756	GRP A	AVIATION MALL	AVIATION MALL	578 AVIATION MALL RD	GLENS FALLS	NY	12804-1882	US	4,000
4761	GRP A	HANOVER MALL	HANOVER MALL	1775 WASHINGTON ST	HANOVER	MA	02339-1701	US	3,699
4763	GRP A	FIELDS CORNER SHOPPIN	FIELDS CORNER SHOPPING CENTER	512 GENEVA AVENUE	DORCHESTER	MA	02122-1321	US	3,760
4764	GRP A	RED BLUFF SHOPPING CEN	RED BLUFF SHOPPING CENTER	1005 S MAIN STREET	RED BLUFF	CA	96080-4360	US	3,000
4765	GRP A	ESSEX PLAZA	ESSEX PLAZA	700 ESSEX ST	LAWRENCE	MA	01841-4335	US	4,000

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4768	GRP A	DUDLEY FARMS PLAZA	DUDLEY FARMS PLAZA	220 RHL BLVD	CHARLESTON	WV	25309-8262	US	3,600
4769	GRP A	6679 FRESH POND RD	6679 FRESH POND RD		FLUSHING	NY	11385-3948	US	2,650
4770	GRP A	439 86TH ST	439 86TH ST		BROOKLYN	NY	11209-4707	US	3,000
4771	GRP A	LEHIGH VALLEY MALL	LEHIGH VALLEY MALL	257 LEHIGH VALLEY MALL	WHITEHALL	PA	18052-5719	US	4,043
4772	GRP A	QUEEN KAAHUMANU CENT	QUEEN KAAHUMANU CENTER	275 KAAHUMANU AVENUE	KAHULUI	HI	96732-1630	US	3,319
4773	GRP A	SQUARE ONE MALL	SQUARE ONE MALL	1201 BROADWAY	SAUGUS	MA	01906-4182	US	3,812
4775	GRP A	HECHINGER MALL SC	HECHINGER MALL SC	1548B BENNING RD NE	WASHINGTON	DC	20002-4516	US	8,893
4777	GRP A	6229 BELLAIRE BLVD	6229 BELLAIRE BLVD		HOUSTON	TX	77081-4901	US	4,455
4781	GRP A	1540 WAKARUSA RD	1540 WAKARUSA RD	SPACE A	LAWRENCE	KS	66047-2096	US	5,706
4782	GRP A	SUMMIT PLAZA	SUMMIT PLAZA	370 W PLEASANTVIEW AVE	HACKENSACK	NJ	07601-1067	US	2,749
4784	GRP A	8510 SPRINGBROOK DRIVE	8510 SPRINGBROOK DRIVE		COON RAPIDS	MN	55433-6085	US	3,120
4786	GRP A	1 S WASHINGTON AVE	1 S WASHINGTON AVE		BERGENFIELD	NJ	07621-2324	US	2,610
4787	GRP A	37-40 74TH STREET	37-40 74TH STREET		JACKSON HEIGHTS	NY	11372-6338	US	3,339
4788	GRP A	SPRINGFIELD COMMONS	SPRINGFIELD COMMONS	1059 BOSTON ROAD	SPRINGFIELD	MA	01119-0000	US	3,312
4789	GRP A	LINDEN SHOPPING CENTE	LINDEN SHOPPING CENTER	1601 W EDGAR ROAD	LINDEN	NJ	07036-6421	US	3,416
4793	GRP A	CONROE MARKETPLACE S	CONROE MARKETPLACE SC	2904 I-45 N	CONROE	TX	77303-0000	US	3,462
4795	GRP A	1022 SPRINGFIELD AVE	1022 SPRINGFIELD AVE		IRVINGTON	NJ	07111-2025	US	3,815
4796	GRP A	MCLENDON TOWNE CROSS	MCLENDON TOWNE CROSSING	215 WEST ROAD	HOUSTON	TX	77038-2601	US	4,624
4798	GRP A	NORTH CREEK PLAZA MAR	NORTH CREEK PLAZA MAR	7411 SAN DARIO	LAREDO	TX	78045-7220	US	4,489
4799	GRP A	CROSS CREEK MALL	CROSS CREEK MALL	106 CROSS CREEK MALL	FAYETTEVILLE	NC	28303-7238	US	3,049
4800	GRP A	MENLO PARK	MENLO PARK	55 PARSONAGE RD	EDISON	NJ	08837-0000	US	3,553
4805	GRP A	3773 NOSTRAND AVE	3773 NOSTRAND AVE		BROOKLYN	NY	11235-2012	US	2,660
4808	GRP A	ARROWHEAD TOWNE CEN	ARROWHEAD TOWNE CENTER	7700 W ARROWHEAD TOWNE CENT	GLENDALE	AZ	85308-8616	US	2,901
4810	GRP A	GARDEN CITY PARK S/C	GARDEN CITY PARK S/C	2405A JERICO TPKE	GARDEN CITY PARK	NY	11040-4710	US	3,482
4812	GRP A	LIBERTY CENTER SHOPPIN	LIBERTY CENTER SHOPPING CENTER	3702 LIBERTY AVENUE	ERIE	PA	16508-2537	US	3,544
4813	GRP A	SHOP RITE SHOPPING CEN	SHOP RITE SHOPPING CENTER	965 RICHMOND AVENUE	STATEN ISLAND	NY	10314-1568	US	2,600
4814	GRP A	VILLAGE AT WAUGH CHAPEL	VILLAGE AT WAUGH CHAPEL	2616B CHAPEL LAKE DRIVE	GAMBRILLS	MD	21054-1637	US	2,506
4815	GRP A	LINCOLN CENTRE	LINCOLN CENTRE	26142 GREENFIELD	OAK PARK	MI	48237-1050	US	3,600
4817	GRP A	DRAPER PEAKS	DRAPER PEAKS	183 E 12300 SOUTH	DRAPER	UT	84020-8186	US	3,276
4818	GRP A	PEARL HIGHLANDS CENTE	PEARL HIGHLANDS CENTER	1000 KAMEHAMEHA HWY	PEARL CITY	HI	96782-2596	US	3,073
4820	GRP A	1600 EAST FRANKLIN BLVD	1600 EAST FRANKLIN BLVD		GASTONIA	NC	28054-4747	US	4,648
4822	GRP A	934 MARKET STREET	934 MARKET STREET		SAN FRANCISCO	CA	94102-2823	US	9,042
4823	GRP A	SUPERSTITION SPRINGS S	SUPERSTITION SPRINGS S/C	1455 S POWER ROAD STE 101	MESA	AZ	85206-3754	US	3,000
4827	GRP A	136 S W GREENVILLE BLVD	136 S W GREENVILLE BLVD		GREENVILLE	NC	27834-6906	US	3,829
4831	GRP A	K MART CENTER EAST	K MART CENTER EAST	4415 BUFFALO RD	ERIE	PA	16510-2202	US	3,000
4833	GRP A	STATEN ISLAND MALL	STATEN ISLAND MALL	2655 RICHMOND AVENUE	STATEN ISLAND	NY	10314-5821	US	3,847
4834	GRP A	GREAT MALL OF BAY AREA	GREAT MALL OF BAY AREA	200 GREAT MALL DR	MILPITAS	CA	95035-0000	US	3,020
4835	GRP A	GENESEE VALLEY CENTER	GENESEE VALLEY CENTER	3321 S LINDEN ROAD SP327	FLINT	MI	48507-3007	US	4,886
4836	GRP A	PLAZA AT KING OF PRUSSIA	PLAZA AT KING OF PRUSSIA	160 N GULPH ROAD	KING OF PRUSSIA	PA	19406-0000	US	3,370
4837	GRP A	FAIR LAKES CENTER	FAIR LAKES CENTER	12999 FAIRLAKES CENTER	FAIRFAX	VA	22033-4402	US	3,750
4840	GRP A	ONE AND OLNEY S/C	ONE AND OLNEY S/C	101 EAST OLNEY AVENUE	PHILADELPHIA	PA	19120-2421	US	2,500
4844	GRP A	THE MALL AT STEAMTOWN	THE MALL AT STEAMTOWN	116 THE MALL AT STEAMTOWN	SCRANTON	PA	18503-2035	US	3,898
4848	GRP A	540 CENTRAL AVENUE	540 CENTRAL AVENUE		EAST ORANGE	NJ	07018-1923	US	3,000
4849	GRP A	FOX RUN MALL	FOX RUN MALL	50 FOX RUN ROAD	NEWINGTON	NH	03801-2851	US	5,021
4856	GRP A	THE PLAZA AT BRANDON T	THE PLAZA AT BRANDON TOWN CENT	175 BRANDON TOWN CENTER DRIVE	BRANDON	FL	33511-4754	US	3,150
4857	GRP A	MALL AT FAIRFIELD COMM	MALL AT FAIRFIELD COMMONS	2727 FAIRFIELD COMMONS	BEAVERCREEK	OH	45431-3778	US	2,749
4860	GRP A	CHICAGO RIDGE MALL	CHICAGO RIDGE MALL	100 CHICAGO RIDGE MALL	CHICAGO RIDGE	IL	60415-2601	US	2,923
4862	GRP A	WESTFIELD BRANDON	WESTFIELD BRANDON	659 BRANDON TOWN CENTER MALL	BRANDON	FL	33511-5005	US	3,940
4864	GRP A	VOLUSIA MALL	VOLUSIA MALL	1700 VOLUSIA AVENUE #434	DAYTONA BEACH	FL	32114-1361	US	3,189
4866	GRP A	2902-2906 3RD AVENUE	2902-2906 3RD AVENUE		BRONX	NY	10455-2601	US	4,471
4867	GRP A	ORLAND SQUARE	ORLAND SQUARE	602 ORLAND SQUARE	ORLAND PARK	IL	60462-3219	US	3,091
4868	GRP A	DUTCHESS CENTER	DUTCHESS CENTER	645 DUTCHESS TURNPIKE	POUGHKEEPSIE	NY	12603-1907	US	3,310
4870	GRP A	WESTFIELD SHOPS	WESTFIELD SHOPS	451 E MAIN STREET	WESTFIELD	MA	01085-3312	US	3,400
4874	GRP A	BROADWAY MALL	BROADWAY MALL	204 BROADWAY MALL	HICKSVILLE	NY	11801-2709	US	3,750
4876	GRP A	CRYSTAL MALL	CRYSTAL MALL	850 HARTFORD TURNPIKE	WATERFORD	CT	06385-4201	US	3,555
4877	GRP A	OAKHURST MARKETPLACE	OAKHURST MARKETPLACE	40032 HWY 49 SUITE 2	OAKHURST	CA	93644-8825	US	3,000
4880	GRP A	HILL RANCH TOWNE CENT	HILL RANCH TOWNE CENTER	3925 WEST BROWARD BLVD	FOOTHILL RANCH	CA	92610-1751	US	3,600
4884	GRP A	CARRILON PLAZA	CARRILON PLAZA	5072 AIRPORT ROAD NORTH	NAPLES	FL	34105-2414	US	3,000
4889	GRP A	11106 N W 7TH AVENUE	11106 N W 7TH AVENUE		MIAMI	FL	33168-2202	US	4,132
4895	GRP A	THE OUTLETS AT SPARKS	THE OUTLETS AT SPARKS	1320 E LINCOLN WAY	SPARKS	NV	89434-8053	US	7,500
4896	GRP A	POTOMAC MILLS	POTOMAC MILLS	2700 POTOMAC MILLS CIRCLE	WOODBIDGE	VA	22192-4625	US	4,941
4898	GRP A	BRISTOL PLAZA	BRISTOL PLAZA	615 FARMINGTON AVE	BRISTOL	CT	06010-3934	US	7,489
4900	GRP A	CHARTER OAK MARKET PL	CHARTER OAK MARKET PLACE	71 WILLIAM SHORTY CAMPBELL STR	HARTFORD	CT	06106-0000	US	3,000
4901	GRP A	VIRGINIA GATEWAY	VIRGINIA GATEWAY	13289 GATEWAY CENTER DR	GAINESVILLE	VA	20155-2989	US	5,692
4911	GRP A	ELLSWORTH PLACE MALL	ELLSWORTH PLACE MALL	8661 COLESVILLE RD	SILVER SPRING	MD	20910-3942	US	3,574
4935	GRP A	RIVERCHASE GALLERIA	RIVERCHASE GALLERIA	2000 RIVERCHASE GALLERIA	HOOVER	AL	35244-2316	US	2,821
4946	GRP A	WEST BROWARD SHOPPIN	WEST BROWARD SHOPPING CENTER	3925 WEST BROWARD BLVD	FORT LAUDERDALE	FL	33312-1042	US	3,216
4949	GRP A	BROADCASTING SQUARE	BROADCASTING SQUARE SC	2779 PAPER MILL RD	READING	PA	19610-3329	US	2,500
4953	GRP A	WESTFIELD OAKRIDGE	WESTFIELD OAKRIDGE	925 BLOSSOM HILLS RD SUITE# 102	SAN JOSE	CA	95123-1242	US	3,486
4958	GRP A	NORTHPARK MALL	NORTHPARK MALL	101 RANGELINE ROAD	JOPLIN	MO	64801-4118	US	3,682
4959	GRP A	SUN PLAZA	SUN PLAZA	763 S VERMONT	LOS ANGELES	CA	90005-1518	US	4,020
4960	GRP A	5001 W HWY 290	5001 W HWY 290		AUSTIN	TX	78735-6703	US	4,300
4966	GRP A	317 CENTRAL AVE	317 CENTRAL AVE		JERSEY CITY	NJ	07307-2915	US	4,018
4970	GRP A	210 W. MARIPOSA ROAD	210 W. MARIPOSA ROAD		NOGALES	AZ	85621-0000	US	3,000
4972	GRP A	K-MART PLAZA SHOPPING	K-MART PLAZA SHOPPING CENTER	2200 HARBOR BLVD	COSTA MESA	CA	92627-5846	US	3,010
4973	GRP A	1275 HIGHWAY 10 WEST	1275 HIGHWAY 10 WEST		DETROIT LAKES	MN	56502-0000	US	3,060
4974	GRP A	1273 DEER PARK AVENUE	1273 DEER PARK AVENUE		NORTH BABYLON	NY	11703-3104	US	3,050
4976	GRP A	2199 WEST FLAGLER STRE	2199 WEST FLAGLER STREET		MIAMI	FL	33135-1638	US	4,323
4990	GRP A	311 WEST SHAW AVENUE	311 WEST SHAW AVENUE SPACE B		CLOVIS	CA	93612-3685	US	3,040
4992	GRP A	200 AVENUE RAFAEL COR	200 AVENUE RAFAEL CORDERO	PLAZA CENTRO 1 SPACE 60	CAGUAS	PR	00725-5200	Puerto R	3,000
4993	GRP A	6725 PACIFIC BLVD	6725 PACIFIC BLVD		HUNTINGTON PARK	CA	90255-4109	US	4,275
4995	GRP A	KINGS PLAZA	KINGS PLAZA	5402 KINGS PLAZA SPC 126	BROOKLYN	NY	11234-5217	US	3,459
5005	GRP A	WOODLAND PLAZA 11	WOODLAND PLAZA 11	176 NIBLICKS ROAD	PASO ROBLES	CA	93446-4842	US	2,940
5007	GRP A	HOMESTEAD TOWN SQUAF	HOMESTEAD TOWN SQUARE	805 N HOMESTEAD BLVD	HOMESTEAD	FL	33033-0000	US	4,105
5008	GRP A	NORTHTOWN VILLAGE SC	NORTHTOWN VILLAGE SC	3708 EAST HAMMER LANE	STOCKTON	CA	95212-2811	US	3,914
5009	GRP A	WESTFIELD CENTER	WESTFIELD CENTER	9409 SHERIDAN BLVD	WESTMINSTER	CO	80031-6532	US	3,730
5016	GRP A	GALLERIA AT SUNSET	GALLERIA AT SUNSET	1300 W SUNSET ROAD SPACE 1557	HENDERSON	NV	89014-6626	US	4,000
5017	GRP A	WESTFIELD TOPANGA	WESTFIELD TOPANGA	6600 TOPANGA CANYON BLVD	CANOCA PARK	CA	91303-0000	US	2,838
5018	GRP A	34 S 52ND ST	34 S 52ND ST		PHILADELPHIA	PA	19139-3403	US	4,415
5019	GRP A	DUDLEY SQUARE	DUDLEY SQUARE	2189 WASHINGTON STREET	ROXBURY	MA	02119-2023	US	2,529
5020	GRP A	EPPING CROSSING	EPPING CROSSING	29 FRESH RIVER ROAD	EPPING	NH	03042-2222	US	3,000
5021	GRP A	51-57 BOSTON AVENUE	51-57 BOSTON AVENUE		BRIDGEPORT	CT	06610-1601	US	5,279

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
5022	GRP A	HOLMDEL TOWNE CENTER	HOLMDEL TOWNE CENTER	2107 HWY 35	HOLMDEL	NJ	07733-2743	US	2,520
5025	GRP A	CLINTON CROSSING S C	CLINTON CROSSING S C	8765 BRANCH AVE	CLINTON	MD	20735-2630	US	2,800
5026	GRP A	CORTLANDT TOWN CENTE	CORTLANDT TOWN CENTER	3137 MAIN ST	MOHEGAN LAKE	NY	10547-1521	US	3,597
5027	GRP A	BAY HARBOR PLAZA	BAY HARBOR PLAZA	55 BRICK BLVD	BRICK	NJ	08723-7922	US	2,500
5028	GRP A	KOHL'S PLAZA	KOHL'S PLAZA	1248 S BROAD STREET	WALLINGFORD	CT	06492-1715	US	2,710
5030	GRP A	20461 REDWOOD ROAD	20461 REDWOOD ROAD		CASTRO VALLEY	CA	94546-4315	US	4,347
5034	GRP A	SPRING CYPRESS SC	SPRING CYPRESS SC	26084 HWY 290 W	CYPRESS	TX	77429-1050	US	2,800
5042	GRP A	744 ALLERTON AVENUE	744 ALLERTON AVENUE		BRONX	NY	10467-8702	US	2,900
5043	GRP A	WESTFIELD SANTA ANITA	WESTFIELD SANTA ANITA	400 S BALDWIN	ARCADIA	CA	91007-1900	US	3,211
5044	GRP A	ALA MOANA PLAZA	ALA MOANA PLAZA	451 PIIKOI STREET	HONOLULU	HI	96814-4220	US	3,080
5046	GRP A	89-22 JAMAICA AVENUE	89-22 JAMAICA AVENUE		JAMAICA	NY	11421-2040	US	2,680
5051	GRP A	HOLYOKE MALL	HOLYOKE MALL	50 HOLYOKE ST	HOLYOKE	MA	01040-0000	US	3,477
5053	GRP A	BELLINGHAM SQUARE	BELLINGHAM SQUARE	464 BROADWAY	CHELSEA	MA	02150-2855	US	3,000
5056	GRP A	9400 LIBERTY AVENUE	9400 LIBERTY AVENUE		OZONE PARK	NY	11417-1550	US	3,300
5057	GRP A	147-05-07 JAMAICA AVENUE	147-05-07 JAMAICA AVENUE		JAMAICA	NY	11435-3629	US	3,270
5066	GRP A	CENTRE AT GLEN BURNIE	CENTRE AT GLEN BURNIE	6711 GOV RITCHIE HWY SPC 603	GLEN BURNIE	MD	21061-2362	US	2,820
5067	GRP A	MARKET PLACE SHOPPING	MARKET PLACE SHOPPING CENTER	2000 N NEIL STREET	CHAMPAIGN	IL	61820-7808	US	4,408
5068	GRP A	4260 EAST ALAMEDA	4260 EAST ALAMEDA		GLENDALE	CO	80246-1070	US	3,062
5071	GRP A	428 UTICA AVENUE	428 UTICA AVENUE		BROOKLYN	NY	11213-5903	US	2,785
5072	GRP A	RIVERCREST CENTER	RIVERCREST CENTER	4833 CAL-SAG RD	CRESTWOOD	IL	60445-4415	US	2,973
5075	GRP A	VAN NUYS SHOPPING CEN	VAN NUYS SHOPPING CENTER	6633 VAN NUYS BLVD	VAN NUYS	CA	91405-4618	US	4,500
5076	GRP A	9855 SO PARKER ROAD	9855 SO PARKER ROAD		PARKER	CO	80134-8815	US	3,730
5081	GRP A	1624 AVENUE U	1624 AVENUE U		BROOKLYN	NY	11229-3810	US	3,179
5083	GRP A	SOUTHPORT PLAZA	SOUTHPORT PLAZA	7380 GREEN BAY ROAD	KENOSHA	WI	53142-3517	US	6,605
5085	GRP A	3141 VETERANS BLVD	3141 VETERANS BLVD		METAIRIE	LA	70002-6047	US	3,120
5089	GRP A	MKTPLACE AT LAGUNA NIG	MKTPLACE AT LAGUNA NIGUEL	27230-C ALICIA PARKWAY	LAGUNA NIGUEL	CA	92677-3414	US	3,200
5090	GRP A	LOS ALTOS PLAZA	LOS ALTOS PLAZA	2280 BELLFLOWER BLVD	LONG BEACH	CA	90815-2017	US	3,834
5093	GRP A	THE MALL AT WHITNEY FIE	THE MALL AT WHITNEY FIELD	100 COMMERCIAL ROAD	LEOMINSTER	MA	01453-3342	US	3,084
5094	GRP A	PINEWOOD SQUARE S C	PINEWOOD SQUARE S C	906 NORTH SPENCE	GOLDSBORO	NC	27534-4200	US	3,800
5098	GRP A	201 EAST FRONT STREET	201 EAST FRONT STREET		PLAINFIELD	NJ	07060-1316	US	3,819
5104	GRP A	BENNINGTON SQUARE S/C	BENNINGTON SQUARE S/C	101 BENNINGTON SQUARE	BENNINGTON	VT	05201-1941	US	3,000
5107	GRP A	CENTURY CENTER	CENTURY CENTER	377 MEMORIAL AVENUE	WEST SPRINGFIELD	MA	01089-4007	US	2,922
5108	GRP A	3170 LONG BEACH ROAD	3170 LONG BEACH ROAD		OCEANSIDE	NY	11572-4109	US	4,195
5113	GRP A	3740 BLOOMINGTON ST	3740 BLOOMINGTON ST		COLORADO SPRINGS	CO	80922-3200	US	2,990
5116	GRP A	NATICK MALL	NATICK MALL	1245 WORCESTER ST	NATICK	MA	01760-1553	US	3,179
5118	GRP A	MACARTHUR CENTER MAL	MACARTHUR CENTER MALL	300 MONTICELLO AVE	NORFOLK	VA	23510-0000	US	2,800
5120	GRP A	MAINE MALL	MAINE MALL	379 MAINE MALL	SOUTH PORTLAND	ME	04106-3237	US	3,129
5121	GRP A	6079 JERICHO TURNPIKE	6079 JERICHO TURNPIKE		COMMACK	NY	11725-2803	US	5,246
5123	GRP A	7 EAST BURNSIDE AVE	7 EAST BURNSIDE AVE		BRONX	NY	10453-4103	US	3,000
5125	GRP A	REGO CENTER	REGO CENTER	61-35 JUNCTION BOULEVARD	REGO PARK	NY	11374-0000	US	2,961
5126	GRP A	WESTVIEW COMMONS	WESTVIEW COMMONS	1594 BUTTITTI RD	STREAMWOOD	IL	60107-2297	US	3,000
5127	GRP A	BOYNTON BEACH MALL	BOYNTON BEACH MALL	801 N CONGRESS AVE	BOYNTON BEACH	FL	33426-3334	US	3,143
5130	GRP A	CITY MARKET PLACE	CITY MARKET PLACE	2415 N HASKELL AVENUE SPACE 101	DALLAS	TX	75204-3782	US	6,200
5133	GRP A	THE WOODLANDS MALL	THE WOODLANDS MALL	1201 LAKE WOODLANDS DRIVE SPA	THE WOODLANDS	TX	77380-0000	US	3,828
5137	GRP A	SMITH HAVEN MALL	SMITH HAVEN MALL	502 SMITH HAVEN MALL	LAKE GROVE	NY	11755-0000	US	4,201
5143	GRP A	THE MEADOWS MALL	THE MEADOWS MALL	4300 MEADOWS LANE	LAS VEGAS	NV	89107-3000	US	3,832
5144	GRP A	WESTFIELD PALM DESERT	WESTFIELD PALM DESERT	72840 HWY 111 SPACE D162	PALM DESERT	CA	92260-3333	US	3,000
5147	GRP A	BERKSHIRE SHOPPING CE	BERKSHIRE SHOPPING CENTER	67 NEWTOWN RD	DANBURY	CT	06810-0000	US	3,136
5148	GRP A	THE CITADEL	THE CITADEL	750 CITADEL MALL DRIVE	COLORADO SPRINGS	CO	80909-0000	US	3,237
5150	GRP A	THORNDALE S/C	THORNDALE S/C	3451 E LINCOLN HWY	THORNDALE	PA	19372-1014	US	4,000
5151	GRP A	MARUMSCO PLAZA	MARUMSCO PLAZA	13961 JEFFERSON DAVIS PKWY	WOODBIDGE	VA	22191-2010	US	2,500
5157	GRP A	FRISCO STATION MALL	FRISCO STATION MALL	2001 W WALNUT STREET	ROGERS	AR	72756-3243	US	3,850
5160	GRP A	YORK RIVER CROSSING SH	YORK RIVER CROSSING SHOPPING C	2365 YORK CROSSING DRIVE	HAYES	VA	23072-3643	US	2,800
5161	GRP A	PALM PLAZA SHOPPING CE	PALM PLAZA SHOPPING CENTER	4462 BEE RIDGE ROAD SPACE # 1	SARASOTA	FL	34233-2502	US	3,290
5166	GRP A	CLAREMONT MARKET PLA	CLAREMONT MARKET PLACE	345 WASHINGTON ST	CLAREMONT	NH	03743-2774	US	2,500
5167	GRP A	PENNSVILLE S/C	PENNSVILLE S/C	251 N BROADWAY AVE #48	PENNSVILLE	NJ	08070-1200	US	2,700
5169	GRP A	2201 NOSTRAND AVENUE	2201 NOSTRAND AVENUE		BROOKLYN	NY	11210-3030	US	3,326
5171	GRP A	102-18 ROOSEVELT AVENU	102-18 ROOSEVELT AVENUE		FLUSHING	NY	11368-2332	US	2,346
5176	GRP A	MAIN PLACE MALL	MAIN PLACE MALL	390 MAIN STREET	BUFFALO	NY	14202-3702	US	2,866
5178	GRP A	SEVEN CORNERS CENTER	SEVEN CORNERS CENTER	6310 SEVEN CORNERS CENTER	FALLS CHURCH	VA	22044-2409	US	3,085
5179	GRP A	CROSSGATES MALL	CROSSGATES MALL	1 CROSSGATES MALL RD	ALBANY	NY	12203-5385	US	3,780
5180	GRP A	BELTWAY PLAZA MALL	BELTWAY PLAZA MALL	6000 GREENBELT ROAD	GREENBELT	MD	20770-1018	US	3,800
5187	GRP A	PLAZA SAN BENITO	PLAZA SAN BENITO	1760 AIRLINE HIGHWAY SUITE K	HOLLISTER	CA	95023-5634	US	3,600
5192	GRP A	16TH STREET MALL	16TH STREET MALL	821 16TH ST	DENVER	CO	80202-3205	US	2,716
5196	GRP A	NORTHSHORE MALL	NORTHSHORE MALL	210 ANDOVER ST	PEABODY	MA	01960-1647	US	2,804
5197	GRP A	CARBON PLAZA S/C	CARBON PLAZA S/C	1205 BLAKESLEE BLVD DR E	LEHIGHTON	PA	18235-2404	US	3,574
5201	GRP A	WESTSHORE PLAZA	WESTSHORE PLAZA	1823 E SHERMAN BLVD	MUSKEGON	MI	49444-1856	US	3,200
5203	GRP A	NORTH HAVEN SC	NORTH HAVEN SC	210 UNIVERSAL DRIVE N	NORTH HAVEN	CT	06473-3143	US	6,401
5208	GRP A	MANCHESTER PARKADE	MANCHESTER PARKADE	372 W MIDDLE TURNPIKE	MANCHESTER	CT	06040-3824	US	3,000
5211	GRP A	WALMART SUPERCENTER	WALMART SUPERCENTER	17776 NW 57TH AVE	HIALEAH	FL	33015-5118	US	2,800
5216	GRP A	PLAZA 35	PLAZA 35	1825 HWY 35 #3	WALL TOWNSHIP	NJ	07719-3541	US	2,500
5222	GRP A	THE MARKETPLACE AT AU	THE MARKETPLACE AT AUGUSTA	15 STEPHEN KING DR	AUGUSTA	ME	04304-0000	US	3,000
5232	GRP A	713 WEST MAIN STREET	713 WEST MAIN STREET		LEXINGTON	SC	29072-2505	US	3,968
5234	GRP A	2600 SONCY ROAD	2600 SONCY ROAD		AMARILLO	TX	79124-2302	US	3,600
5235	GRP A	13020 E SPRAGUE AVE	13020 E SPRAGUE AVE		SPOKANE VALLEY	WA	99216-0734	US	4,032
5244	GRP A	2124 GUNBARREL ROAD	2124 GUNBARREL ROAD		CHATTANOOGA	TN	37421-2607	US	3,200
5245	GRP A	NORTHBRIDGE FASHION CE	NORTHBRIDGE FASHION CENTER	9301 TAMPA AVENUE	NORTHBRIDGE	CA	91324-2503	US	3,110
5249	GRP A	PALM PROMENADE	PALM PROMENADE	662 DENNERY ROAD SPACE 103	SAN DIEGO	CA	92154-8402	US	4,120
5255	GRP A	530 SE 192ND AVE	530 SE 192ND AVE	SUITE 104	VANCOUVER	WA	98683-9681	US	3,100
5256	GRP A	WALNUT HILL PLAZA	WALNUT HILL PLAZA	1500 DIAMOND HILL RD	WOONSOCKET	RI	02895-1547	US	3,207
5260	GRP A	3625 E GRAND RIVER AVE	3625 E GRAND RIVER AVE		HOWELL	MI	48843-8516	US	3,062
5262	GRP A	ENTERPRISE PLAZA SHOPI	ENTERPRISE PLAZA SHOPPING CENT	6140 UNIVERSITY	HUNTSVILLE	AL	35806-1772	US	3,400
5266	GRP A	COUNTRYSIDE PLAZA	COUNTRYSIDE PLAZA	1800 COUNTRYSIDE DRIVE	TURLOCK	CA	95380-9530	US	3,600
5269	GRP A	PACIFIC PLAZA SC	PACIFIC PLAZA SC	5001 PACIFIC COAST HWY	TORRANCE	CA	90505-5441	US	2,911
5270	GRP A	SUN CENTER	SUN CENTER	3590 W DUBLIN/GRANVILLE RD	COLUMBUS	OH	43235-4901	US	3,200
5273	GRP A	GLENWOOD SPRINGS MAL	GLENWOOD SPRINGS MALL	51027 HWY 6 AND 24	GLENWOOD SPRINGS	CO	81601-2576	US	3,100
5275	GRP A	15703 SW 88TH STREET	15703 SW 88TH STREET		MIAMI	FL	33196-1001	US	3,485
5276	GRP A	107 MILL ROAD	107 MILL ROAD		FREEMONT	NY	11520-4630	US	3,060
5278	GRP A	WESTFIELD NORTH COUNT	WESTFIELD NORTH COUNTY	200 EAST VIA RANCHO PLAZA #365	ESCONDIDO	CA	92025-8009	US	3,247
5281	GRP A	210 LOUIS HENNA BOULEV	210 LOUIS HENNA BOULEVARD		ROUND ROCK	TX	78664-7312	US	3,517
5282	GRP A	2009 SOUTH PUEBLO BLVD	2009 SOUTH PUEBLO BLVD		PUEBLO	CO	81005-2577	US	3,062
5285	GRP A	301 W BALTIMORE PIKE	301 W BALTIMORE PIKE		CLIFTON HEIGHTS	PA	19018-1806	US	3,240

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
5287	GRP A	462 WEST STREET	462 WEST STREET		KEENE	NH	03431-2453	US	2,910
5290	GRP A	SAN ANTONIO SHOPPING	(SAN ANTONIO SHOPPING CENTER	530 SHOWERS BLDG AA	MOUNTAIN VIEW	CA	94040-4740	US	2,784
5296	GRP A	2410 MERRICK RD	2410 MERRICK RD		BELLMORE	NY	11710-5701	US	3,393
5298	GRP A	CAPITAL WEST S/C	CAPITAL WEST S/C	4610 TENNESSEE ST	TALLAHASSEE	FL	32304-1051	US	3,062
5305	GRP A	FENTON PLAZA	FENTON PLAZA	53 FENTON PLAZA	FENTON	MO	63026-4110	US	3,222
5317	GRP A	55 BEDFORD STREET	55 BEDFORD STREET		STAMFORD	CT	06901-1908	US	3,155
5318	GRP A	TARGET SHOPPING CENTE	TARGET SHOPPING CENTER	9745 LAUREL CANYON BLVD SPACE	PACOIMA	CA	91331-4115	US	3,900
5321	GRP A	SHOPPES AT PARK PLACE	SHOPPES AT PARK PLACE	3790 PARK BLVD	PINELLAS PARK	FL	33781-3611	US	2,800
5323	GRP A	WHITE OAK S/C	WHITE OAK S/C	11281 NEW HAMPSHIRE AVE	SILVER SPRING	MD	20904-2631	US	3,426
5325	GRP A	4395 WADE GREEN ROAD	4395 WADE GREEN ROAD		KENNESAW	GA	30144-1246	US	3,200
5332	GRP A	WEST VALLEY MALL	WEST VALLEY MALL	3200 NAGLEE RD	TRACY	CA	95304-7333	US	3,882
5341	GRP A	GATEWAY MALL	GATEWAY MALL	6100 O STREET #A194	LINCOLN	NE	68528-9142	US	3,091
5342	GRP A	SHOPS AT TANFORAN	SHOPS AT TANFORAN	1150 EL CAMINO REAL	SAN BRUNO	CA	94066-2421	US	3,239
5345	GRP A	1925 S KOELLER STREET	1925 S KOELLER STREET		OSHKOSH	WI	54902-6100	US	2,900
5353	GRP A	RICHMOND MALL	RICHMOND MALL	424 RICHMOND MALL	RICHMOND	KY	40475-2967	US	2,548
5356	GRP A	RUTLAND PLAZA	RUTLAND PLAZA	36 RUTLAND SHOPPING PLAZA	RUTLAND	VT	05701-5201	US	3,000
5360	GRP A	LAWRENCEVILLE MARKET	LAWRENCEVILLE MARKET	875 LAWRENCEVILLE-SUWANEE RD	LAWRENCEVILLE	GA	30043-5483	US	3,200
5361	GRP A	WARRENTON CENTER	WARRENTON CENTER	251 W LEE HWY	WARRENTON	VA	20186-2078	US	3,375
5370	GRP A	316 HIGHWAY 80 EAST	316 HIGHWAY 80 EAST		CLINTON	MS	39056-4718	US	2,616
5374	GRP A	ONTARIO MILLS	ONTARIO MILLS	1 MILLS CIRCLE	ONTARIO	CA	91764-5207	US	3,387
5379	GRP A	WESTPARK TOWNE PLAZA	WESTPARK TOWNE PLAZA	411 N MILWAUKEE #B2	BOISE	ID	83704-9140	US	2,845
5380	GRP A	2713 HWY 281 NORTH	2713 HWY 281 NORTH		MARBLE FALLS	TX	78654-3809	US	2,616
5381	GRP A	JEFFERSON CROSSING	JEFFERSON CROSSING	114 FLOWING SPRINGS RD	CHARLES TOWN	WV	25414-3908	US	3,010
5387	GRP A	MIDDLESEX MALL	MIDDLESEX MALL	6851 HADLEY ROAD	SOUTH PLAINFIELD	NJ	07080-1121	US	2,880
5390	GRP A	10580 N MCCARRAN	10580 N MCCARRAN	SUITE 112	RENO	NV	89503-1896	US	3,220
5391	GRP A	WEBSTER SQUARE	WEBSTER SQUARE	68 STAFFORD STREET	WORCESTER	MA	01603-1450	US	4,792
5392	GRP A	CROSSROADS SHOPPING	CROSSROADS SHOPPING PLAZA	387 TARRYTOWN ROAD	WHITE PLAINS	NY	10607-1423	US	3,090
5402	GRP A	CHEYENNE MOUNTAIN CE	CHEYENNE MOUNTAIN CENTER N-2	1670 E. CHEYENNE MTN. BLVD.	COLORADO SPRINGS	CO	80906-4035	US	3,256
5406	GRP A	DOUGLAS CROSSING	DOUGLAS CROSSING	1664 MINERAL SPRING AVENUE	NORTH PROVIDENCE	RI	02904-4002	US	2,725
5407	GRP A	6351 I-55 NORTH #105	6351 I-55 NORTH #105		JACKSON	MS	39213-9742	US	2,820
5409	GRP A	BIG ELK MALL	BIG ELK MALL	131 BIG ELK MALL	ELKTON	MD	21921-5912	US	4,000
5413	GRP A	NORTH PARK VILLAGE S/C	NORTH PARK VILLAGE S/C	109 NORTH PARK DRIVE	MONTICELLO	AR	71655-3952	US	2,640
5417	GRP A	AMBASSADOR SHOPPING	AMBASSADOR SHOPPING CENTER	312 SCHILLINGER RD S	MOBILE	AL	36608-5032	US	3,000
5419	GRP A	283 COTTAGE GROVE ROA	283 COTTAGE GROVE ROAD		BLOOMFIELD	CT	06002-3117	US	3,000
5423	GRP A	5514 MAIN ST	5514 MAIN ST	SUITE 4	ZACHARY	LA	70791-4022	US	2,480
5426	GRP A	KERMAN SHOPPING CENTE	KERMAN SHOPPING CENTER	15136 WEST WHITESBRIDGE	KERMAN	CA	93630-1019	US	3,150
5429	GRP A	SOUTHPARK CENTER	SOUTHPARK CENTER	700 SOUTHPARK CENTER	STRONGSVILLE	OH	44136-9322	US	3,218
5432	GRP A	VALENCIA MARKETPLACE	VALENCIA MARKETPLACE	25590 THE OLD ROAD	STEVENSON RANCH	CA	91381-1705	US	2,700
5433	GRP A	UNION SQUARE SC	UNION SQUARE SC	2511 W STATE STREET	NEW CASTLE	PA	16101-1036	US	2,400
5435	GRP A	1895 W WILLIAMS ROAD	1895 W WILLIAMS ROAD		FALLON	NV	89406-2647	US	4,083
5437	GRP A	UNIVERSITY PLAZA	UNIVERSITY PLAZA	11 UNIVERSITY PLAZA	NEWARK	DE	19702-1549	US	3,135
5439	GRP A	BURLINGTON SHOPPING C	BURLINGTON SHOPPING CENTER	2500 CENTRAL PARK AVE	YONKERS	NY	10710-1133	US	4,302
5441	GRP A	NORTHGATE PLAZA	NORTHGATE PLAZA	339 SQUIRE RD	REVERE	MA	02151-4309	US	2,500
5442	GRP A	85 WHITEHORSE PIKE	85 WHITEHORSE PIKE		HAMMONTON	NJ	08037-1872	US	2,992
5443	GRP A	762 ROOSEVELT AVE	762 ROOSEVELT AVE		CARTERET	NJ	07008-2308	US	3,516
5444	GRP A	LAGUNA HILLS SHOPPING	LAGUNA HILLS SHOPPING CENTER	24422 ROCKFIELD BLVD.	LAKE FOREST	CA	92630-4771	US	3,180
5446	GRP A	ROLLING ACRES PLAZA AT	ROLLING ACRES PLAZA AT THE VILLA	664 N US HIGHWAY 441	LADY LAKE	FL	32159-3777	US	2,800
5449	GRP A	304 EAST MICHIGAN STREE	304 EAST MICHIGAN STREET		ORLANDO	FL	32806-0000	US	3,125
5451	GRP A	303 91ST AVENUE NE	303 91ST AVENUE NE	SPACE G702	LAKE STEVENS	WA	98258-1539	US	2,800
5453	GRP A	TARGET CENTER	TARGET CENTER	15329 PALMDALE RD	VICTORVILLE	CA	92392-2460	US	2,700
5454	GRP A	635 S CLINTON ST #210	635 S CLINTON ST #210		TRENTON	NJ	08611-1831	US	2,514
5456	GRP A	2425 CLEANLEIGH DRIVE	2425 CLEANLEIGH DRIVE		BALTIMORE	MD	21234-6808	US	2,400
5459	GRP A	INDIAN RIVER SQUARE	INDIAN RIVER SQUARE	5960 20TH STREET	VERO BEACH	FL	32966-1019	US	3,000
5460	GRP A	DIMOND CENTER	DIMOND CENTER	800 E DIMOND BLVD	ANCHORAGE	AK	99515-2053	US	3,111
5461	GRP A	SEARS MALL	SEARS MALL	600 E NORTHERN LIGHTS #157	ANCHORAGE	AK	99503-4134	US	3,057
5462	GRP A	5TH AVENUE MALL	5TH AVENUE MALL	320 W 5TH AVENUE SUITE 241	ANCHORAGE	AK	99501-2357	US	3,821
5463	GRP A	1301 S SEWARD MERIDIAN	1301 S SEWARD MERIDIAN HWY	UNIT A	WASILLA	AK	99654-0000	US	3,000
5467	GRP A	WEST RIVER CENTER	WEST RIVER CENTER	30052 GRAND RIVER AVE	GRAND RIVER	MI	48336-4722	US	2,365
5472	GRP A	1533 COMMERCIAL WAY	1533 COMMERCIAL WAY		SPRING HILL	FL	34606-0000	US	2,940
5475	GRP A	KISSIMMEE COMMONS SH	KISSIMMEE COMMONS SHOPPING CENTE	4386 W VINE ST	KISSIMMEE	FL	34746-0000	US	2,890
5476	GRP A	113 NORTHSIDE DRIVE EA	113 NORTHSIDE DRIVE EAST		STATESBORO	GA	30458-4766	US	2,774
5478	GRP A	COPPER TREE SHOPPING	COPPER TREE SHOPPING PLAZA	350 RAMAPO VALLEY ROAD	OAKLAND	NJ	07436-2712	US	2,447
5479	GRP A	SOUNDVIEW MARKETPLAC	SOUNDVIEW MARKETPLACE	23 SOUNDVIEW MARKETPLACE	PORT WASHINGTON	NY	11050-2221	US	3,351
5482	GRP A	SOLOMON POND MALL	SOLOMON POND MALL	601 DONALD LYNCH BLVD	MARLBOROUGH	MA	01752-4730	US	3,782
5483	GRP A	FRANKLIN SHOPPING PLA2	FRANKLIN SHOPPING PLAZA	100 FRANKLIN STREET UNIT D	WESTERLY	RI	02891-3152	US	2,800
5488	GRP A	TANASBOURNE TOWN CEN	TANASBOURNE TOWN CENTER NORTH	18021 NW EVERGREEN PARKWAY	BEAVERTON	OR	97006-7452	US	2,600
5492	GRP A	RAG SHOP DISCOUNT CEN	RAG SHOP DISCOUNT CENTER	111 WAGARAW ROAD	HAWTHORNE	NJ	07506-2720	US	5,745
5496	GRP A	330-U OREGON AVENUE	330-U OREGON AVENUE		PHILADELPHIA	PA	19148-4723	US	2,950
5497	GRP A	SEMINOLE TOWNE CENTE	SEMINOLE TOWNE CENTER	210 TOWN CENTER CIRCLE	SANFORD	FL	32771-7409	US	2,664
5500	GRP A	490-B HWY 71 W	490-B HWY 71 W		BASTROP	TX	78602-3731	US	2,616
5503	GRP A	STADIUM PLAZA	STADIUM PLAZA	10 MAIN STREET	TEWKSBURY	MA	01876-1660	US	2,400
5507	GRP A	CRUZ ALTA PLAZA	CRUZ ALTA PLAZA	710 PASEO DEL PUEBLO	TAOS	NM	87571-6061	US	3,000
5508	GRP A	FOUR SEASONS TOWN CEI	FOUR SEASONS TOWN CENTRE	328 FOUR SEASONS TOWN CENTRE	GREENSBORO	NC	27407-4758	US	2,541
5514	GRP A	479 MAIN STREET	479 MAIN STREET		NEW ROCHELLE	NY	10801-6303	US	3,300
5515	GRP A	WESTWOOD PLAZA SHOPP	WESTWOOD PLAZA SHOPPING CENTE	700-79 BROADWAY	WESTWOOD	NJ	07675-1674	US	2,400
5516	GRP A	DILLONVALE S/C	DILLONVALE S/C	4066 EAST GALBRAITH	CINCINNATI	OH	45236-2324	US	3,162
5517	GRP A	MACOMB MALL	MACOMB MALL	32411 GRATIOT AVE	ROSEVILLE	MI	48066-1156	US	6,000
5518	GRP A	MARKETPLACE MALL	MARKETPLACE MALL	771 MIRACLE MILE DR	ROCHESTER	NY	14623-5856	US	3,674
5523	GRP A	53 LAKEWOOD DRIVE	53 LAKEWOOD DRIVE		HATTIESBURG	MS	39402-6109	US	3,200
5526	GRP A	LONG GATE CENTER	LONG GATE CENTER	4350 MONTGOMERY ROAD	ELLCOTT CITY	MD	21043-6099	US	2,467
5527	GRP A	WAKEFIELD MALL	WAKEFIELD MALL	160 OLD TOWER ROAD	WAKEFIELD	RI	02879-3731	US	3,750
5529	GRP A	348 S COLLEGE RD	348 S COLLEGE RD		WILMINGTON	NC	28403-1632	US	2,519
5530	GRP A	5900 SOUTH ORANGE BLO	5900 SOUTH ORANGE BLOSSOM TRAI		ORLANDO	FL	32809-4606	US	3,062
5534	GRP A	BENTLEY MALL	BENTLEY MALL	32 COLLEGE ROAD	FAIRBANKS	AK	99701-1701	US	3,220
5535	GRP A	NUGGET MALL	NUGGET MALL	8745 GLACIER HWY	JUNEAU	AK	99801-8000	US	3,000
5539	GRP A	COASTLAND CENTER	COASTLAND CENTER	1926 TAMAMI TRAIL N	NAPLES	FL	34102-4803	US	2,798
5541	GRP A	COTTONWOOD MALL	COTTONWOOD MALL	10000 COORS BYP NW	ALBUQUERQUE	NM	87114-4062	US	2,502
5543	GRP A	HUNTINGTON VILLAGE	HUNTINGTON VILLAGE	12675 BISSONNET	HOUSTON	TX	77099-1331	US	2,550
5545	GRP A	LIVINGSTON MALL	LIVINGSTON MALL	112 EISENHOWER PARKWAY	LIVINGSTON	NJ	07039-4995	US	3,621
5546	GRP A	DARINOR PLAZA	DARINOR PLAZA	500 CONNECTICUT AVENUE	NORWALK	CT	06854-1721	US	3,300
5556	GRP A	NORTH MESA PLAZA	NORTH MESA PLAZA	1631 W CRAIG RD	NORTH LAS VEGAS	NV	89032-0227	US	2,800
5563	GRP A	LEBANON PLAZA	LEBANON PLAZA	2562 S SANTIAM HIGHWAY	LEBANON	OR	97355-3052	US	4,360

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Payless 6Store List
Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
5565	GRP A	FRAN HILL S/C	FRAN HILL S/C	204-13 HILLSIDE	HOLLIS	NY	11423-2213	US	3,420
5567	GRP A	ARIZONA MILLS	ARIZONA MILLS	5000 ARIZONA MILLS CIRCLE	TEMPE	AZ	85283-0000	US	3,463
5568	GRP A	THE MARKETPLACE AT RIV	THE MARKETPLACE AT RIVER PARK	7622 N BLACKSTONE	FRESNO	CA	93720-4300	US	2,789
5570	GRP A	WESTFIELD MONTGOMERY	WESTFIELD MONTGOMERY	7101 DEMOCRACY BLVD	BETHESDA	MD	20817-1052	US	3,639
5572	GRP A	CHERRY PLAZA	CHERRY PLAZA	108 EAST FAIRVIEW AVE	MERIDIAN	ID	83642-1733	US	2,537
5574	GRP A	SOUTH SHORE PLAZA	SOUTH SHORE PLAZA	250 GRANITE	BRAINTREE	MA	02184-2804	US	2,774
5579	GRP A	2821 BOCA CHICA BOULEV	2821 BOCA CHICA BOULEVARD	SUITE 103	BROWNSVILLE	TX	78521-0000	US	3,000
5582	GRP A	PRINCESS ANNE MARKET	PRINCESS ANNE MARKETPLACE	2052 S INDEPENDENCE BLVD STE 8	VIRGINIA BEACH	VA	23453-4775	US	3,040
5583	GRP A	COASTAL CENTRE	COASTAL CENTRE	1610 CHURCH STREET STE M	CONWAY	SC	29526-2932	US	2,402
5584	GRP A	LAKE MANAWA POWER CE	LAKE MANAWA POWER CENTER	3134 MANAWA CENTRE DR	COUNCIL BLUFFS	IA	51501-7690	US	2,520
5586	GRP A	2030 CALIFORNIA AVE	2030 CALIFORNIA AVE	SUITE B	SAND CITY	CA	93955-3150	US	2,520
5588	GRP A	BRASS MILL CENTER	BRASS MILL CENTER	495 UNION ST	WATERBURY	CT	06706-3200	US	2,912
5589	GRP A	PENINSULA CENTER MALL	PENINSULA CENTER MALL	44332 STERLING HWY	SOLDOTNA	AK	99669-8000	US	2,800
5592	GRP A	TARGET SC	TARGET SC	850 CHANCELLOR PARK DR	CHARLOTTE	NC	28213-8231	US	2,800
5593	GRP A	GRAPEVINE MILLS	GRAPEVINE MILLS	3000 GRAPEVINE MILLS PKWY	GRAPEVINE	TX	76051-2008	US	3,550
5596	GRP A	LUMBERTON PLAZA	LUMBERTON PLAZA	1636 ROUTE 38	LUMBERTON	NJ	08048-2987	US	2,500
5601	GRP A	STEELYARD COMMONS	STEELYARD COMMONS	3497 STEELYARD DRIVE	CLEVELAND	OH	44109-0000	US	4,000
5603	GRP A	PALISADES CENTER	PALISADES CENTER	3322 PALISADES CENTER DRIVE	WEST NYACK	NY	10994-6603	US	3,124
5606	GRP A	HAMBURG PAVILION	HAMBURG PAVILION	2160 SIR BARTON WAY	LEXINGTON	KY	40509-2228	US	2,975
5613	GRP A	LAKESIDE MALL	LAKESIDE MALL	14600 LAKESIDE CIRCLE	STERLING HEIGHTS	MI	48313-1356	US	3,675
5614	GRP A	2410 LAPORTE AVE	2410 LAPORTE AVE	SPACE 130	VALPARAISO	IN	46383-6914	US	2,887
5617	GRP A	NORTHGATE MALL	NORTHGATE MALL	401 NE NORTHGATE WAY	SEATTLE	WA	98125-8513	US	3,047
5619	GRP A	SPOKANE VALLEY MALL	SPOKANE VALLEY MALL	14700 E INDIANA	SPOKANE VALLEY	WA	99216-1839	US	2,887
5620	GRP A	SPRINGHURST TOWN CEN	SPRINGHURST TOWN CENTER	10621 FISHER PARK DR	LOUISVILLE	KY	40241-4138	US	3,000
5621	GRP A	OVIDO MARKETPLACE	OVIDO MARKETPLACE	1430 OVIDO MARKETPLACE BLVD	OVIDO	FL	32765-7475	US	2,493
5625	GRP A	7601 LAGUNA BLVD #140	7601 LAGUNA BLVD #140		ELK GROVE	CA	95758-5065	US	2,933
5629	GRP A	CORAL RIDGE MALL	CORAL RIDGE MALL	1451 CORAL RIDGE AVE	CORALVILLE	IA	52241-0000	US	3,000
5633	GRP A	EASTERN BELTWAY CENTE	EASTERN BELTWAY CENTER	2220 E SERENE AVE	LAS VEGAS	NV	89123-4818	US	2,800
5634	GRP A	BRECKENRIDGE SHOPPI	BRECKENRIDGE SHOPPING CENTER	12550 JEFFERSON DAVIS HWY	CHESTER	VA	23831-5317	US	2,998
5635	GRP A	BROOKFIELD SQUARE MAL	BROOKFIELD SQUARE MALL	95 NORTH MOORLAND RD A7	BROOKFIELD	WI	53005-6021	US	2,550
5636	GRP A	NATOMAS MARKETPLACE	NATOMAS MARKETPLACE	3651 TRUXEL RD	SACRAMENTO	CA	95834-3607	US	2,700
5639	GRP A	HUNTERS CREEK SC	HUNTERS CREEK SC	2105 TOWN CENTER BLVD	ORLANDO	FL	32837-6801	US	2,800
5646	GRP A	EASTLAND MALL	EASTLAND MALL	800 N GREEN RIVER RD	EVANSVILLE	IN	47715-2471	US	3,240
5651	GRP A	EAGLE RIDGE MALL	EAGLE RIDGE MALL	753 EAGLE RIDGE DR	LAKE WALES	FL	33853-4740	US	2,500
5653	GRP A	2005 MT ZION RD	2005 MT ZION RD		MORROW	GA	30260-3313	US	3,206
5655	GRP A	PHEASANT LANE MALL	PHEASANT LANE MALL	310 DANIEL WEBSTER HWY	NASHUA	NH	03060-5730	US	3,215
5659	GRP A	FIRST COLONY MALL	FIRST COLONY MALL	16535 SW FREEWAY	SUGAR LAND	TX	77479-2332	US	6,532
5660	GRP A	RIVERSTONE PLAZA	RIVERSTONE PLAZA	1437 RIVERSTONE PKWY	CANTON	GA	30114-5623	US	3,225
5663	GRP A	WOODFIELD MALL	WOODFIELD MALL	5 WOODFIELD MALL SUITE F101	SCHAUMBURG	IL	60173-5017	US	2,800
5667	GRP A	TRIANGLE TOWN CENTER	TRIANGLE TOWN CENTER	5959 TRIANGLE TOWN CETNER BLVD	RALEIGH	NC	27616-3268	US	2,631
5669	GRP A	2611 PARK WAY	2611 PARK WAY		PIGEON FORGE	TN	37863-3213	US	2,950
5675	GRP A	LAKEFOREST MALL	LAKEFOREST MALL	701 RUSSELL AVE	GAITHERSBURG	MD	20877-2631	US	3,506
5676	GRP A	FAIR OAKS MALL	FAIR OAKS MALL	11796 LEE JACKSON MEMORIAL HWY	FAIRFAX	VA	22033-3311	US	2,645
5677	GRP A	ROUNDTREE PLACE	ROUNDTREE PLACE	2539 ELLSWORTH RD	YPSILANTI	MI	48197-5619	US	2,750
5683	GRP A	COUNTRY CORNERS	COUNTRY CORNERS	230 W VIRGINIA ST	CRYSTAL LAKE	IL	60014-7245	US	3,000
5684	GRP A	GREAT LAKES CROSSING	GREAT LAKES CROSSING	4138 BALDWIN RD	AUBURN HILLS	MI	48326-1223	US	3,058
5685	GRP A	DULLES TOWN CENTER	DULLES TOWN CENTER	21100 DULLES TOWN CIRCLE	DULLES	VA	20166-2438	US	2,900
5686	GRP A	AUBURN MALL	AUBURN MALL	385 SOUTHBRIDGE ST	AUBURN	MA	01501-2498	US	2,691
5687	GRP A	PROVO TOWNE CENTRE	PROVO TOWNE CENTRE	1200 TOWNE CENTRE BLVD	PROVO	UT	84601-5947	US	3,121
5688	GRP A	RALEY'S GOLD COUNTRY	RALEY'S GOLD COUNTRY	777-1 S HWY 49	JACKSON	CA	95642-2621	US	2,520
5694	GRP A	HOWE BOUT ARDEN SHOP	HOWE BOUT ARDEN SHOPPING CENT	2100 ARDEN WAY	SACRAMENTO	CA	95825-2216	US	3,025
5696	GRP A	PATHMARK PLAZA	PATHMARK PLAZA	13440 SPRINGFIELD BLVD	JAMAICA	NY	11413-1459	US	2,500
5700	GRP A	STONE MOUNTAIN SQUARE	STONE MOUNTAIN SQUARE	5370 US HWY 78	STONE MOUNTAIN	GA	30087-3581	US	3,200
5705	GRP A	KATY MILLS SHOPPING CE	KATY MILLS SHOPPING CENTER	5000 KATY MILLS CIRCLE	KATY	TX	77494-4402	US	3,089
5706	GRP A	COLISEUM CROSSING	COLISEUM CROSSING	57 COLISEUM CROSSING	HAMPTON	VA	23666-5970	US	6,744
5707	GRP A	CONCORD MILLS	CONCORD MILLS	8111 CONCORD MILLS BLVD	CONCORD	NC	28027-6462	US	3,054
5708	GRP A	MILL CREEK CROSSING SC	MILL CREEK CROSSING SC	1950 BUFORD MILL DR	BUFORD	GA	30518-4904	US	3,500
5710	GRP A	QUAKER BRIDGE MALL	QUAKER BRIDGE MALL	150 QUAKER BRIDGE MALL	LAWRENCEVILLE	NJ	08648-1902	US	2,683
5712	GRP A	MALL OF NEW HAMPSHIRE	MALL OF NEW HAMPSHIRE	1500 S WILLOW ST	MANCHESTER	NH	03103-3220	US	3,852
5713	GRP A	CAPE COD MALL	CAPE COD MALL	793 IYANNOUGH RD	HYANNIS	MA	02601-5027	US	3,223
5714	GRP A	DEDHAM PLAZA	DEDHAM PLAZA	703 PROVIDENCE HWY	DEDHAM	MA	02026-6832	US	3,300
5716	GRP A	DOLPHIN MALL	DOLPHIN MALL	11401 NW 12TH ST	MIAMI	FL	33172-0000	US	4,656
5717	GRP A	CUMBERLAND MALL	CUMBERLAND MALL	2860 CUMBERLAND MALL SE	ATLANTA	GA	30339-3139	US	2,733
5719	GRP A	1111 SUMMIT ST	1111 SUMMIT ST		LAPEER	MI	48446-3904	US	2,600
5720	GRP A	CENTERVILLE MARKETPLA	CENTERVILLE MARKETPLACE	312 N MARKETPLACE	CENTERVILLE	UT	84014-1702	US	2,800
5722	GRP A	MAINPLACE MALL	MAINPLACE MALL	2800 N MAIN ST	SANTA ANA	CA	92705-6613	US	4,150
5724	GRP A	PROVIDENCE PLACE MALL	PROVIDENCE PLACE MALL	146 PROVIDENCE PLACE	PROVIDENCE	RI	02903-1754	US	2,946
5730	GRP A	GREEN OAKS VILLAGE PLA	GREEN OAKS VILLAGE PLACE	9770 VILLAGE PLACE BOULEVARD	BRIGHTON	MI	48116-2087	US	3,020
5735	GRP A	RIVERTOWN CROSSINGS	RIVERTOWN CROSSINGS	3700 RIVERTOWN PARKWAY	GRANDVILLE	MI	49418-3085	US	2,962
5739	GRP A	COFER CROSSING SHOPPI	COFER CROSSING SHOPPING CENTE	4367 LAWRENCEVILLE HWY	TUCKER	GA	30084-3719	US	2,800
5741	GRP A	GATEWAY PLAZA	GATEWAY PLAZA	1375 WESTERN BLVD	JACKSONVILLE	NC	28546-6663	US	3,055
5747	GRP A	WATERFORD LAKES TOWN	WATERFORD LAKES TOWN CENTER	357 N ALAFAYA TRAIL	ORLANDO	FL	32828-7012	US	3,000
5754	GRP A	GARDENA VALLEY CENTE	GARDENA VALLEY CENTER	1270 W REDONDO BEACH BLVD	GARDENA	CA	90247-3411	US	2,520
5757	GRP A	PARAMUS PARK MALL	PARAMUS PARK MALL	1355 PARAMUS PARK	PARAMUS	NJ	07652-3532	US	3,035
5760	GRP A	BAY PLAZA	BAY PLAZA	2260 BARTOW AVE	BRONX	NY	10475-4618	US	3,600
5762	GRP A	MALL OF GEORGIA	MALL OF GEORGIA	3333 BUFORD DRIVE	BUFORD	GA	30519-7930	US	3,049
5763	GRP A	ARBOR PLACE MALL	ARBOR PLACE MALL	6700 DOUGLAS BLVD	DOUGLASVILLE	GA	30135-1599	US	2,604
5773	GRP A	DEER GROVE CENTER	DEER GROVE CENTER	639 E DUNDEE RD	PALATINE	IL	60074-2817	US	3,775
5778	GRP A	TARGET SHOPPING CENTE	TARGET SHOPPING CENTER	1106A WOODRUF RD	GREENVILLE	SC	29607-4109	US	2,898
5779	GRP A	YORKTOWN CENTER	YORKTOWN CENTER	170 YORKTOWN CENTER	LOMBARD	IL	60148-5527	US	3,000
5784	GRP A	WESTGATE PLAZA	WESTGATE PLAZA	911 CENTRAL AVENUE	ALBANY	NY	12206-1304	US	3,375
5785	GRP A	TAYLOR SQUARE	TAYLOR SQUARE	2845 SW TAYLOR RD	REYNOLDSBURG	OH	43068-9550	US	2,600
5786	GRP A	THE SHOPPES AT THE PAR	THE SHOPPES AT THE PARKWAY	6123 W IRLO BRONSON HIGHWAY	KISSIMEE	FL	34747-4512	US	2,450
5789	GRP A	THE MILLS AT JERSEY GAR	THE MILLS AT JERSEY GARDENS	651 KAPKOWSKI RD	ELIZABETH	NJ	07201-4901	US	3,055
5792	GRP A	EAST WEST COMMONS SH	EAST WEST COMMONS SHOPPING CE	1757 EAST WEST CONNECTOR	AUSTELL	GA	30106-1251	US	2,925
5796	GRP A	WHITE LAKE MARKETPLAC	WHITE LAKE MARKETPLACE	9066 HIGHLAND RD	WHITE LAKE	MI	48386-2030	US	2,500
5797	GRP A	FIRST COLONY SHOPPING	FIRST COLONY SHOPPING CENTER	45135 FIRST COLONY WAY	CALIFORNIA	MD	20619-2416	US	3,000
5798	GRP A	BOCA PARK MARKEPLACE	BOCA PARK MARKEPLACE	8740 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5458	US	2,653
6006	GRP A	THE GALLERY AT SOUTH D	THE GALLERY AT SOUTH DEKALB	2801 CANDLER ROAD	DECATUR	GA	30034-1423	US	3,375
6014	GRP A	OAKLAND MALL	OAKLAND MALL	668 WEST 14 MILE RD	TROY	MI	48083-4236	US	3,592
6018	GRP A	WESTBORN S/C	WESTBORN S/C	23189 MICHIGAN AVE	DEARBORN	MI	48124-2020	US	3,718
6019	GRP A	HOOVER ELEVEN S/C	HOOVER ELEVEN S/C	26293-95 HOOVER RD	WARREN	MI	48089-1133	US	3,615

Store List
Exhibit A

Str	GRP	Name/Mail	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
6022	GRP A	LIBERTY COURT S/C	LIBERTY COURT S/C	8624 LIBERTY ROAD	RANDALLSTOWN	MD	21133-4707	US	2,500
6043	GRP A	MANAPORT PLAZA	MANAPORT PLAZA	8393 SUDLEY ROAD	MANASSAS	VA	20109-3508	US	2,500
6044	GRP A	LEESBURG PIKE PLAZA	LEESBURG PIKE PLAZA	3501-D S JEFFERSON STREET	FALLS CHURCH	VA	22041-3106	US	2,821
6062	GRP A	10730 FOOTHILL BLVD STE	10730 FOOTHILL BLVD STE 130		RANCHO CUCAMONGA	CA	91730-3887	US	3,329
6125	GRP A	KEDZIE PLAZA EAST	KEDZIE PLAZA EAST	4707 S KEDZIE	CHICAGO	IL	60632-3001	US	2,250
6127	GRP A	1234 WINSTON PLAZA	1234 WINSTON PLAZA		MELROSE PARK	IL	60160-1507	US	4,866
6150	GRP A	4214 EAST MAIN ST	4214 EAST MAIN ST		WHITEHALL	OH	43213-3028	US	4,500
6152	GRP A	LIGHTHOUSE VILLAGE PLA	LIGHTHOUSE VILLAGE PLAZA	4340 LEAVITT RD STE B	LORAIN	OH	44053-2386	US	3,000
6153	GRP A	1411 ROUTE 60E	1411 ROUTE 60E		HUNTINGTON	WV	25705-1601	US	4,450
6157	GRP A	22019 ST ROUTE 62	22019 ST ROUTE 62		ALLIANCE	OH	44601-9101	US	4,562
6164	GRP A	531 E MAIN STREET	531 E MAIN STREET		CHILLICOTHE	OH	45601-3502	US	4,400
6169	GRP A	7755 TELEGRAPH RD	7755 TELEGRAPH RD		TAYLOR	MI	48180-2238	US	2,760
6174	GRP A	27771 DEQUINDRE RD	27771 DEQUINDRE RD		MADISON HEIGHTS	MI	48071-3477	US	4,500
6177	GRP A	BECHTLE CROSSING	BECHTLE CROSSING	1650 N BECHTLE AVE	SPRINGFIELD	OH	45504-1572	US	3,000
6182	GRP A	634 HEBRON ROAD	634 HEBRON ROAD		HEATH	OH	43056-1403	US	3,200
6186	GRP A	TOLEDO COMMONS / SMAL	TOLEDO COMMONS / SMALL SHOPS	3015 GLENDALE AVE	TOLEDO	OH	43614-2685	US	2,800
6187	GRP A	4644 SALEM AVENUE	4644 SALEM AVENUE		DAYTON	OH	45416-1712	US	5,000
6190	GRP A	803-1 NORTH EUCLID AVEN	803-1 NORTH EUCLID AVENUE		BAY CITY	MI	48706-2402	US	4,400
6200	GRP A	5138 S WESTNEDGE AVENI	5138 S WESTNEDGE AVENUE		PORTAGE	MI	49002-0403	US	4,510
6201	GRP A	1230 MT VERNON AVE	1230 MT VERNON AVE		MARION	OH	43302-5625	US	3,240
6208	GRP A	BRIDGEWATER FALLS SC	BRIDGEWATER FALLS SC	3417 PRINCETON RD	HAMILTON	OH	45011-0000	US	3,000
6209	GRP A	1901 MILTON AVENUE	1901 MILTON AVENUE		JANESVILLE	WI	53545-0836	US	4,750
6210	GRP A	BOULEVARD CROSSING SC	BOULEVARD CROSSING SC	2140 E BLVD ST	KOKOMO	IN	46902-2401	US	4,950
6214	GRP A	NORTHERN LIGHTS SHOPP	NORTHERN LIGHTS SHOPPING CENTE	3451 CLEVELAND AVENUE	COLUMBUS	OH	43224-2906	US	4,500
6219	GRP A	2611 ALPINE AVENUE NW	2611 ALPINE AVENUE NW		GRAND RAPIDS	MI	49544-1958	US	4,200
6223	GRP A	168 E COLUMBIA AVENUE	168 E COLUMBIA AVENUE		BATTLE CREEK	MI	49015-3735	US	4,480
6224	GRP A	14336 EUREKA ROAD	14336 EUREKA ROAD		SOUTHGATE	MI	48195-2057	US	4,239
6230	GRP A	WONDERLAND VILLAGE	WONDERLAND VILLAGE	11019 MIDDLEBELT RD	LIVONIA	MI	48150-0000	US	2,809
6232	GRP A	519 W MCKINLEY AVE	519 W MCKINLEY AVE		MISHAWAKA	IN	46545-5519	US	4,001
6236	GRP A	1963 STATE RD	1963 STATE RD		CUYAHOGA FALLS	OH	44223-1423	US	3,840
6238	GRP A	603 J STREET	603 J STREET		LA PORTE	IN	46350-5457	US	4,055
6242	GRP A	4515 W TUSCARAWAS BLV	4515 W TUSCARAWAS BLVD		CANTON	OH	44708-5336	US	4,200
6248	GRP A	2165 FORT STREET	2165 FORT STREET		LINCOLN PARK	MI	48146-2451	US	3,792
6249	GRP A	22710 ALLEN RD	22710 ALLEN RD		WOODHAVEN	MI	48183-2246	US	3,780
6251	GRP A	ARLINGTON RIDGE MARKE	ARLINGTON RIDGE MARKETPLACE	790 ARLINGTON RIDGE	AKRON	OH	44312-5862	US	3,000
6254	GRP A	1603 ROCHESTER RD	1603 ROCHESTER RD		TROY	MI	48083-1829	US	4,000
6257	GRP A	22388 LAKESHORE BLVD	22388 LAKESHORE BLVD		EUCLID	OH	44123-1717	US	2,675
6259	GRP A	5211 BROOKPARK RD	5211 BROOKPARK RD		PARMA	OH	44134-1045	US	4,030
6261	GRP A	13179 SMITH RD	13179 SMITH RD		MIDDLEBURG HEIGHTS	OH	44130-3606	US	3,904
6264	GRP A	EVERGREEN S/C	EVERGREEN S/C	12813 ROCKSIDE RD	GARFIELD HEIGHTS	OH	44125-5157	US	4,000
6266	GRP A	2706 S 11TH ST	2706 S 11TH ST		NILES	MI	49120-4420	US	4,000
6281	GRP A	1107 BROOK FOREST AVE	1107 BROOK FOREST AVE		SHOREWOOD	IL	60431-0000	US	2,908
6284	GRP A	DELAWARE CONSUMER SC	DELAWARE CONSUMER SQUARE	2638 DELAWARE AVE	BUFFALO	NY	14216-1737	US	3,460
6285	GRP A	2430 MILITARY ROAD	2430 MILITARY ROAD		NIAGARA FALLS	NY	14304-1558	US	4,408
6297	GRP A	PARKWAY CENTRE EAST	PARKWAY CENTRE EAST	4154 BUCKEYE PKWY	GROVE CITY	OH	43123-8175	US	3,200
6306	GRP A	CULVER RIDGE PLAZA	CULVER RIDGE PLAZA	2255 RIDGE RD EAST STE 15A	IRONDEQUOIT	NY	14622-0000	US	4,200
6317	GRP A	16745 TORRENCE AVE	16745 TORRENCE AVE		LANSING	IL	60438-6018	US	3,000
6318	GRP A	CROSS ROADS PLAZA	CROSS ROADS PLAZA	2088 NEW CASTLE AVE	NEW CASTLE	DE	19720-2777	US	3,150
6322	GRP A	NEW BRITE S/C	NEW BRITE S/C	220 E MAIN ST	NEW BRITAIN	CT	06051-1948	US	3,000
6324	GRP A	950 WOLCOTT ST	950 WOLCOTT ST		WATERBURY	CT	06705-1300	US	4,500
6327	GRP A	GROTON SQUARE SC	GROTON SQUARE SC	220 RTE 12 UNIT 4	GROTON	CT	06340-0000	US	3,340
6337	GRP A	213 NORTH COMRIE AVENI	213 NORTH COMRIE AVENUE		JOHNSTOWN	NY	12095-1501	US	4,200
6338	GRP A	201 MILAN AVE	201 MILAN AVE	SUITE N	NORWALK	OH	44857-1135	US	3,000
6339	GRP A	THE MARKET AT HILLIARD	THE MARKET AT HILLIARD	1918 HILLIARD ROME RD	HILLIARD	OH	43026-7566	US	3,000
6342	GRP A	GLENWOOD PLAZA	GLENWOOD PLAZA	2090 GLENWOOD SHOPPING PLAZA	ONEIDA	NY	13421-2717	US	3,000
6343	GRP A	MIDWAY SHOPPING CENTE	MIDWAY SHOPPING CENTER	1062 WYOMING AVENUE	WYOMING	PA	18644-1331	US	3,200
6349	GRP A	3772 S EAST ST	3772 S EAST ST		INDIANAPOLIS	IN	46227-1241	US	3,600
6353	GRP A	3445 SIMPSON-FERRY RD	3445 SIMPSON-FERRY RD		CAMP HILL	PA	17011-6404	US	3,120
6359	GRP A	2033 LEBANON CHURCH R	2033 LEBANON CHURCH RD		WEST MIFFLIN	PA	15122-2461	US	3,500
6366	GRP A	2846 RIVERSIDE DRIVE	2846 RIVERSIDE DRIVE		DANVILLE	VA	24540-4118	US	4,620
6367	GRP A	BROOKHAVEN SHOPPING	BROOKHAVEN SHOPPING PLAZA	3508 EDMONT AVENUE	BROOKHAVEN	PA	19015-2806	US	4,620
6368	GRP A	RICHLAND TOWN CENTER	RICHLAND TOWN CENTER	310 TOWN CENTER DRIVE	JOHNSTOWN	PA	15904-2848	US	3,003
6374	GRP A	AUBURN PLAZA	AUBURN PLAZA	217 GRANT AVENUE	AUBURN	NY	13021-1443	US	3,734
6375	GRP A	4301 MAHONING AVENUE	4301 MAHONING AVENUE		WARREN	OH	44483-1930	US	3,200
6376	GRP A	GENEVA CENTRE	GENEVA CENTRE	311 HAMILTON STREET	GENEVA	NY	14456-2951	US	3,300
6381	GRP A	WARDS CROSSING	WARDS CROSSING	4026 WARDS RD	LYNCHBURG	VA	24502-2977	US	2,977
6382	GRP A	DORMONT VILLAGE SHOPP	DORMONT VILLAGE SHOPPING CENTE	2961 W LIBERTY AVENUE	PITTSBURGH	PA	15216-2546	US	3,692
6399	GRP A	OLYMPIA SHOPPING CENT	OLYMPIA SHOPPING CENTER	4313 WALNUT STREET	MCKEESPORT	PA	15132-6115	US	4,000
6402	GRP A	2229 VALLEY AVENUE	2229 VALLEY AVENUE		WINCHESTER	VA	22601-2755	US	4,000
6407	GRP A	PENN HILLS	PENN HILLS	56 FEDERAL DR	PITTSBURGH	PA	15235-3314	US	3,200
6410	GRP A	521 COLLEGE SQUARE S/C	521 COLLEGE SQUARE S/C	521 COLLEGE SQUARE	NEWARK	DE	19711-8603	US	3,200
6415	GRP A	230 S 69TH ST	230 S 69TH ST		UPPER DARBY	PA	19082-4101	US	3,965
6417	GRP A	1790 CLEMENTS BRIDGE R	1790 CLEMENTS BRIDGE RD		DEPTFORD	NJ	08096-2010	US	4,000
6418	GRP A	4628 HIGH POINTE BOULEV	4628 HIGH POINTE BOULEVARD		HARRISBURG	PA	17111-2447	US	3,000
6420	GRP A	HILLSIDE PLAZA	HILLSIDE PLAZA	711 SCRANTON CARBONDALE HWY	EYNON	PA	18403-1021	US	4,000
6422	GRP A	TOWNE CENTER AT WATER	TOWNE CENTER AT WATERTOWN	21868 TOWN CENTER DRIVE	WATERTOWN	NY	13601-5898	US	2,800
6423	GRP A	JORDAN PLAZA	JORDAN PLAZA	119 JORDAN PLAZA	ELIZABETH CITY	NC	27909-4568	US	4,539
6429	GRP A	850 ROSTRAVER RD	850 ROSTRAVER RD		BELLE VERNON	PA	15012-1945	US	3,000
6446	GRP A	1333 UPPER FRONT STREE	1333 UPPER FRONT STREET	ROUTE 12	BINGHAMTON	NY	13901-1149	US	5,500
6450	GRP A	31-32 CENTRAL SQUARE	31-32 CENTRAL SQUARE		EAST BOSTON	MA	02128-1911	US	4,177
6451	GRP A	4089 W BROAD STREET	4089 W BROAD STREET		COLUMBUS	OH	43228-1614	US	3,000
6454	GRP A	910 GREEN BLVD	910 GREEN BLVD		AURORA	IN	47001-1575	US	2,990
6458	GRP A	FIELDSTONE MARKET PLA	FIELDSTONE MARKET PLACE	950 KINGS HWY SPACE S	NEW BEDFORD	MA	02745-4957	US	2,991
6459	GRP A	SHELBY CREEK SC	SHELBY CREEK SC	8630 26 MILE RD	SHELBY TOWNSHIP	MI	48316-0000	US	3,141
6467	GRP A	7807 EVERGREEN WAY	7807 EVERGREEN WAY		EVERETT	WA	98203-6427	US	3,960
6471	GRP A	SOUTH BAY PLAZA	SOUTH BAY PLAZA	900 PLAZA BLVD	NATIONAL CITY	CA	91950-3524	US	5,000
6472	GRP A	GRESHAM TOWN FAIR S/C	GRESHAM TOWN FAIR S/C	302 NW EASTMAN PKWY	GRESHAM	OR	97030-7250	US	3,558
6473	GRP A	TARGET PLAZA	TARGET PLAZA	8901 NE HAZEL DELL AVENUE	VANCOUVER	WA	98665-0000	US	3,000
6478	GRP A	137 161ST ST SO	137 161ST ST SO		SPANAWAY	WA	98387-8235	US	5,100
6480	GRP A	707 LANCASTER DR NE	707 LANCASTER DR NE		SALEM	OR	97301-2928	US	5,000
6486	GRP A	32185 STATE ROUTE 20 #1	32185 STATE ROUTE 20 #1		OAK HARBOR	WA	98277-5209	US	4,000
6488	GRP A	193 MARYSVILLE MALL	193 MARYSVILLE MALL		MARYSVILLE	WA	98270-5500	US	4,285

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Store List

Exhibit A

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
6489	GRP A	SOUTH HILL PLAZA	SOUTH HILL PLAZA	3860 S MERIDIAN ST	PUYALLUP	WA	98373-3757	US	4,080
6523	GRP A	PALOMAR TROLLEY CENTE	PALOMAR TROLLEY CENTER	648 PALOMAR STREET	CHULA VISTA	CA	91911-2975	US	3,997
6524	GRP A	CENTURY PLAZA SHOPPIN	CENTURY PLAZA SHOPPING CENTER	4225 CENTURY BLVD	PITTSBURG	CA	94565-7113	US	3,150
6527	GRP A	SUNSET ESPLANADE	SUNSET ESPLANADE	2231 SE TAULATIN VALLEY HWY	HILLSBORO	OR	97123-7915	US	3,150
6530	GRP A	293 BARNETT RD	293 BARNETT RD		MEDFORD	OR	97501-7936	US	4,018
6531	GRP A	1598 S BURLINGTON BLVD	1598 S BURLINGTON BLVD	SPACE R	BURLINGTON	WA	98233-3220	US	3,600
6532	GRP A	1731 S FIRST ST	1731 S FIRST ST	SUITE 500	YAKIMA	WA	98901-3796	US	3,700
6534	GRP A	TWIN CITY CENTER	TWIN CITY CENTER	760 G OCEAN BEACH HIGHWAY	LONGVIEW	WA	98632-4055	US	3,000
6546	GRP A	9362 HWY 16	9362 HWY 16		ONALASKA	WI	54650-8526	US	4,500
6548	GRP A	5020 BAY RD	5020 BAY RD		SAGINAW	MI	48604-2522	US	3,920
6549	GRP A	2640 BRICE RD	2640 BRICE RD		REYNOLDSBURG	OH	43068-3419	US	4,500
6552	GRP A	NORTH TOWN CENTER	NORTH TOWN CENTER	3508 PLAINFIELD AVE	GRAND RAPIDS	MI	49525-2719	US	4,000
6556	GRP A	KOHL'S S/C	KOHL'S S/C	1708 MORSE RD	COLUMBUS	OH	43229-9513	US	3,219
6559	GRP A	KINGSTON PLAZA	KINGSTON PLAZA	304 PLAZA RD	KINGSTON	NY	12401-2975	US	3,000
6563	GRP A	SUPERCENTER PLAZA	SUPERCENTER PLAZA	46 SUPERCENTER PLAZA DR	LEWISTOWN	PA	17044-0000	US	2,400
6567	GRP A	THE MALL AT TUTTLE CRO	THE MALL AT TUTTLE CROSSING	5043 TUTTLE CROSSING BLVD	DUBLIN	OH	43016-0000	US	2,800
6568	GRP A	SHOPPES AT VALLEY FOR	SHOPPES AT VALLEY FORGE	242 SCHUYLKILL RD	PHOENIXVILLE	PA	19460-5203	US	2,880
6569	GRP A	WILDCAT COMMONS	WILDCAT COMMONS	201 COLONY LANE	LATROBE	PA	15650-0000	US	3,000
6570	GRP A	BAYTOWNE PLAZA	BAYTOWNE PLAZA	1900 EMPIRE BLVD	WEBSTER	NY	14580-1934	US	3,000
6573	GRP A	ELM RIDGE PLAZA	ELM RIDGE PLAZA	270 ELM RIDGE CENTER DRIVE	ROCHESTER	NY	14626-3460	US	3,503
6575	GRP A	BEDFORD SQUARE SC	BEDFORD SQUARE SC	40 BEDFORD SQUARE SC	EVERETT	PA	15537-0040	US	3,200
6576	GRP A	CONSUMER SQUARE SC	CONSUMER SQUARE SC	830 COUNTY ROAD 64	ELMIRA	NY	14903-9719	US	3,150
6581	GRP A	KINGDALE PLAZA	KINGDALE PLAZA	20 W PARK AVE	VINELAND	NJ	08360-3509	US	2,955
6585	GRP A	NORTH PARK PLAZA	NORTH PARK PLAZA	2279 NORTH PARK DRIVE	HOLLAND	MI	49424-8547	US	3,200
6586	GRP A	RICHLAND MARKETPLACE	RICHLAND MARKETPLACE	644 NORTH WEST END BOULEVARD	QUAKERTOWN	PA	18951-0000	US	3,396
6589	GRP A	MT POCONO PLAZA S/C	MT POCONO PLAZA S/C	3236 RT 940	MOUNT POCONO	PA	18344-1325	US	2,400
6595	GRP A	WESTFALL TOWNE CENTE	WESTFALL TOWNE CENTER	111 HULST DR	MATAMORAS	PA	18336-2115	US	3,199
6596	GRP A	1746 WALDEN AVE	1746 WALDEN AVE	SUITE 100	CHEEKTOWAGA	NY	14225-4925	US	2,874
6600	GRP A	5620 CLEVELAND AVE	5620 CLEVELAND AVE		COLUMBUS	OH	43231-4059	US	3,816
6601	GRP A	SPEEDWAY S/C	SPEEDWAY S/C	5840 CRAWFORDSVILLE RD	INDIANAPOLIS	IN	46224-3706	US	4,480
6625	GRP A	1790 N FEDERAL HWY	1790 N FEDERAL HWY		POMPANO BEACH	FL	33062-3230	US	9,976
6641	GRP A	WESTSHORE PLAZA	WESTSHORE PLAZA	346 WESTSHORE PLAZA	TAMPA	FL	33609-1813	US	3,122
6680	GRP A	STONEBRIAR CENTRE	STONEBRIAR CENTRE	2601 PRESTON RD	FRISCO	TX	75034-0000	US	2,023
6685	GRP A	NORTH POINTE PLAZA	NORTH POINTE PLAZA	94 MEADOW PARK AVE	LEWIS CENTER	OH	43035-9477	US	3,000
6686	GRP A	CIRCLE CENTRE MALL	CIRCLE CENTRE MALL	49 W MARYLAND ST	INDIANAPOLIS	IN	46204-0000	US	3,000
6695	GRP A	SUNVALLEY MALL	SUNVALLEY MALL	482 SUNVALLEY MALL	CONCORD	CA	94520-5814	US	2,695
6696	GRP A	MEADOWOOD MALL	MEADOWOOD MALL	5480 MEADOWOOD MALL CIRCLE	RENO	NV	89502-6508	US	2,827
6698	GRP A	VILLAVERDE SHOPPING C	VILLAVERDE SHOPPING CENTER	3102 W 76TH ST	HIALEAH	FL	33018-3803	US	3,024
6700	GRP A	JOHNSTON PLAZA	JOHNSTON PLAZA	11 COMMERCE WAY	JOHNSTON	RI	02919-4613	US	3,000
6711	GRP A	TOWER CITY CENTER	TOWER CITY CENTER	230 W HURON ROAD	CLEVELAND	OH	44113-1418	US	2,979
6715	GRP A	ELYSIAN FIELD SHOPPING	ELYSIAN FIELD SHOPPING CENTER	3991 NOLENSVILLE RD	NASHVILLE	TN	37211-4202	US	2,444
6720	GRP A	THE CENTRE AT PRESTON	THE CENTRE AT PRESTON RIDGE	8300 GAYLORD PARKWAY	FRISCO	TX	75034-8567	US	3,000
6721	GRP A	LAKELINE MALL	LAKELINE MALL	11200 LAKELINE MALL DR	CEDAR PARK	TX	78613-1501	US	2,813
6728	GRP A	WESTLAND MALL	WESTLAND MALL	1705 WEST 49 ST	HIALEAH	FL	33012-2930	US	3,662

2068 TTL

3,330

Store List
Exhibit A Canada

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4701	Canada	CAMBRIDGE CENTRE	CAMBRIDGE CENTRE	355 HESPELER ROAD	CAMBRIDGE	ON	N1R 6B3	Canada	2,690
4702	Canada	CENTERPOINT MALL	CENTERPOINT MALL	6464 YONGE ST	NORTH YORK	ON	M2M 3X4	Canada	3,052
4703	Canada	3160 DOUGALL AVE	3160 DOUGALL AVE	BUILDING F	WINDSOR	ON	N9E 1S6	Canada	3,491
4704	Canada	SPRUCE GROVE CENTRE	SPRUCE GROVE CENTRE	96 CAMPSITE RD	SPRUCE GROVE	AB	T7X 4H4	Canada	2,560
4705	Canada	1401 HARMONY RD NORTH	1401 HARMONY RD NORTH	UNIT E 01	OSHAWA	ON	L1H 7K5	Canada	2,545
4706	Canada	6158 BOUL HENRY BOURASSA EAST	6158 BOUL HENRY BOURASSA EAST		MONTREAL-NORD	QC	H1G 5X3	Canada	2,504
4708	Canada	WEST RIDGE PLACE	WEST RIDGE PLACE	3275 MONARCH DR	ORILLIA	ON	L3V 7Z4	Canada	2,938
4709	Canada	181 N QUEEN ST	181 N QUEEN ST		ETOBICOKE	ON	M9C 1A7	Canada	2,718
4711	Canada	KINGS CROSS MALL	KINGS CROSS MALL	7488 KING GEORGE HWY	SURREY	BC	V3W 0H4	Canada	2,567
4712	Canada	MARKET MALL	MARKET MALL	3625 SHAGANAPPI TRAIL N	CALGARY	AB	T3A 0E2	Canada	2,254
4713	Canada	4703 130TH AVENUE SE	4703 130TH AVENUE SE	UNIT 3	CALGARY	AB	T2Z 4J2	Canada	2,475
4715	Canada	SOUTH COMMON MALL	SOUTH COMMON MALL	2136 BURNHAMTHORPE RD	MISSISSAUGA	ON	L5L 5Z5	Canada	2,681
4716	Canada	FIRST SIMCHA SHOPPING CENTRES	FIRST SIMCHA SHOPPING CENTRES	1899 BROCK RD BLDG H	PICKERING	ON	L1V 4H7	Canada	2,541
4717	Canada	150 TAUNTON ROAD W	150 TAUNTON ROAD W	BUILDING E	WHITBY	ON	L1R 3H8	Canada	2,646
4719	Canada	WOODSTOCK	WOODSTOCK	523 NORWICH AVE BUILDII	WOODSTOCK	ON	N4S 9A2	Canada	2,043
4720	Canada	16821 HWY 12	16821 HWY 12	UNIT G6	MIDLAND	ON	L4R 0A9	Canada	2,609
4721	Canada	BURLINGTON WAL MART	BURLINGTON WAL MART	4517 DUNDAS UNIT B5	BURLINGTON	ON	L7M 1N9	Canada	3,095
4722	Canada	STONE RD MALL	STONE RD MALL	435 STONE RD WEST	GUELPH	ON	N1G 2X6	Canada	3,011
4723	Canada	1070 MAJOR MACKENZIE DRIVE E	1070 MAJOR MACKENZIE DRIVE E	BLDG M UNIT 1	RICHMOND HILL	ON	L4S 1P3	Canada	2,340
4724	Canada	CHAPMAN MILLS MARKET PLACE	CHAPMAN MILLS MARKET PLACE	80 MARKET PLACE AVE	NEPEAN	ON	K2J 5G3	Canada	2,007
4727	Canada	FAIRVIEW PARK MALL	FAIRVIEW PARK MALL	2960 KINGSWAY DR	KITCHENER	ON	N2C 1X1	Canada	3,020
4729	Canada	CARREFOUR LAVAL	CARREFOUR LAVAL	3035 BOUL LE CARREFOUR	LAVAL	QC	H5L 5Z5	Canada	2,897
4730	Canada	HEARTLAND TOWN CENTRE	HEARTLAND TOWN CENTRE	650 MATHESON BLVD WES	MISSISSAUGA	ON	L5R 3T2	Canada	7,064
4731	Canada	13744 40TH ST NW	13744 40TH ST NW		EDMONTON	AB	T5Y 3E5	Canada	2,515
4732	Canada	LEDUC COMMON	LEDUC COMMON	5310 DISCOVERY WAY	LEDUC	AB	T9E 8L9	Canada	2,564
4733	Canada	WEST GATE PLAZA	WEST GATE PLAZA	6007 SOUTHRIDGE AVENUE	PRINCE GEORGE	BC	V2N 6Z4	Canada	2,514
4734	Canada	CORNERSTONE OKOTOKF	CORNERSTONE OKOTOKF	301 CORNERSTONE 201 S	OKOTOKS	AB	T1S 2E1	Canada	2,517
4736	Canada	FIRST REDDALE SHOPPING CENTRE	FIRST REDDALE SHOPPING CENTRE	2261 ISLINGTON AVENUE	ETOBICOKE	ON	M9W 3W	Canada	2,565
4737	Canada	WEST EDMONTON MALL	WEST EDMONTON MALL	8882 170TH STREET NW	EDMONTON	AB	T5T 3J7	Canada	6,503
4738	Canada	CORNERSTONE FT SASKATCHEWAN	CORNERSTONE FT SASKATCHEWAN	115 CORNERSTONE 8701 S	FORT SASKATCHEWAN	AB	T8L 4P7	Canada	2,759
4739	Canada	WEST PLAIN CENTRE	WEST PLAIN CENTRE	18457 STONEY PLAIN RD NW	EDMONTON	AB	T5S 2V6	Canada	2,539
4740	Canada	785 MILNER AVE	785 MILNER AVE	CRU C3	SCARBOROUGH	ON	M1B 3C3	Canada	2,558
5800	Canada	237 YONGE ST	237 YONGE ST		TORONTO	ON	M5B 1N8	Canada	4,500
5801	Canada	DUFFERIN MALL	DUFFERIN MALL	900 DUFFERIN ST	TORONTO	ON	M6H 4B1	Canada	2,331
5802	Canada	OSHAWA CENTRE	OSHAWA CENTRE	419 KING ST WEST	OSHAWA	ON	L1J 2K5	Canada	2,549
5803	Canada	DIXIE OUTLET MALL	DIXIE OUTLET MALL	1250 S SERVICE RD	MISSISSAUGA	ON	L5E 1V4	Canada	3,580
5804	Canada	SQUARE ONE SHOPPING CENTRE	SQUARE ONE SHOPPING CENTRE	100 CITY CENTRE DRIVE	MISSISSAUGA	ON	L5B 2C9	Canada	2,406
5805	Canada	PEN CENTRE	PEN CENTRE	221 GLENDALE AVE	ST CATHARINES	ON	L2T 2K9	Canada	2,352
5806	Canada	PICKERING TOWN CENTER	PICKERING TOWN CENTER	UNIT 195 KINGSTON ROAD	PICKERING	ON	L1V 1B8	Canada	2,587
5808	Canada	NORTH YORK SHERIDAN MALL	NORTH YORK SHERIDAN MALL	1700 WILSON AVE	NORTH YORK	ON	M3L 1B2	Canada	2,692
5811	Canada	BRAMPTON SHOPPERS WORLD	BRAMPTON SHOPPERS WORLD	499 MAIN ST SOUTH	BRAMPTON	ON	L6Y 1N7	Canada	2,779
5812	Canada	2933 QUEEN ST EAST	2933 QUEEN ST EAST	UNIT 3	BRAMPTON	ON	L6T 5P9	Canada	3,035
5813	Canada	LYNDON PARK MALL	LYNDON PARK MALL	84 LYNDEN RD	BRANTFORD	ON	N3R 6B8	Canada	3,053
5814	Canada	ARGYLE MALL	ARGYLE MALL	340 CLARKE ROAD	LONDON	ON	N5W 5G	Canada	2,462
5815	Canada	FIRST BOLTON SHOPPING CENTRE	FIRST BOLTON SHOPPING CENTRE	50 MCEWAN DR EAST J3	BOLTON	ON	L7E 2Y5	Canada	2,955
5816	Canada	CENTRE MALL	CENTRE MALL	1241 BARTON STREET EAST	HAMILTON	ON	L8H 2V4	Canada	2,937
5817	Canada	EASTGATE SQUARE	EASTGATE SQUARE	75 CENTENNIAL PKWY NOI	STONEY CREEK	ON	L8C 2C7	Canada	2,964
5818	Canada	GERRARD SQUARE	GERRARD SQUARE	1000 GERRARD STREET E	TORONTO	ON	M4M 3G4	Canada	3,088
5819	Canada	BURLINGTON MALL	BURLINGTON MALL	777 GUELPH LINE	BURLINGTON	ON	L7R 3N2	Canada	3,678
5823	Canada	HILLCREST MALL	HILLCREST MALL	9350 YONGE STREET	RICHMOND HILL	ON	L4C 5G2	Canada	2,834
5824	Canada	UPPER CANADA MALL	UPPER CANADA MALL	17600 YONGE ST	NEWMARKET	ON	L3Y 4Z1	Canada	2,874
5826	Canada	BRAMPTON CORNERS	BRAMPTON CORNERS	78 QUARRY EDGE DR	BRAMPTON	ON	L6V 4L4	Canada	2,882
5827	Canada	LANDSDOWNE PLACE	LANDSDOWNE PLACE	645 LANDSDOWNE STREET	PETERBOROUGH	ON	K9J 7Y5	Canada	3,113
5828	Canada	BRANTFORD COMMONS	BRANTFORD COMMONS	300 KING GEORGE ROAD	BRANTFORD	ON	N3R 5L8	Canada	2,368
5830	Canada	GEORGETOWN MARKETPLACE	GEORGETOWN MARKETPLACE	280 GUELPH ST	GEORGETOWN	ON	L7G 4B1	Canada	2,444
5831	Canada	FAIRVIEW MALL	FAIRVIEW MALL	1800 SHEPPARD AVENUE	INORTH YORK	ON	M2J 5A7	Canada	4,090
5834	Canada	264 MILLENNIUM PKWY	264 MILLENNIUM PKWY	UNIT 6	BELLEVILLE	ON	K8N 4Z5	Canada	2,674
5836	Canada	OAKVILLE UPTOWN	OAKVILLE UPTOWN	275 HAYES BLVD	OAKVILLE	ON	L6H 6M2	Canada	2,835
5838	Canada	NEW FAIRVIEW MALL	NEW FAIRVIEW MALL	285 GENEVA ST	ST CATHARINES	ON	L2N 2G1	Canada	2,500
5839	Canada	ERIN MILLS TOWN CENTER	ERIN MILLS TOWN CENTER	5100 ERIN MILLS PKWY	MISSISSAUGA	ON	L5M 4Z5	Canada	2,779
5840	Canada	MOUNTAIN PLAZA MALL	MOUNTAIN PLAZA MALL	661 UPPER JAMES ST	HAMILTON	ON	L9C 5R8	Canada	3,254
5842	Canada	MARLBOROUGH MALL	MARLBOROUGH MALL	1166-3800 MEMORIAL DRIV	CALGARY	AB	T2A 2K2	Canada	2,705
5843	Canada	NORTHLAND MALL	NORTHLAND MALL	5111 NORTHLAND DR NW	CALGARY	AB	T2L 2J8	Canada	2,416
5844	Canada	MILLWOODS TOWN CENTER	MILLWOODS TOWN CENTER	2331 66TH ST NW	EDMONTON	AB	T6K 4B5	Canada	2,996
5845	Canada	KINGSWAY MALL	KINGSWAY MALL	109 ST AND PRINCESS ELI	EDMONTON	AB	T5G 3A6	Canada	2,949
5846	Canada	ST ALBERT CENTRE	ST ALBERT CENTRE	375 ST ALBERT TRAIL	ST. ALBERT	AB	T8N 3K8	Canada	3,533
5847	Canada	MASONVILLE PLACE	MASONVILLE PLACE	1680 RICHMOND ST N	LONDON	ON	N6B 3Y9	Canada	2,627
5850	Canada	HALIFAX SHOPPING CENTRE	HALIFAX SHOPPING CENTRE	7001 MUMFORD ROAD	HALIFAX	NS	B3L 1L3	Canada	2,642
5851	Canada	DOWNTOWN CHATHAM CENTRE	DOWNTOWN CHATHAM CENTRE	100 KING ST WEST	CHATHAM	ON	N7M 6A9	Canada	2,551
5852	Canada	ELGIN MALL	ELGIN MALL	417 WELLINGTON ST	ST THOMAS	ON	N5R 5J5	Canada	2,560
5854	Canada	TECUMSEH MALL	TECUMSEH MALL	7650 TECUMSEH RD EAST	WINDSOR	ON	N8T 1E9	Canada	2,953
5855	Canada	BRENTWOOD TOWN CENTRE	BRENTWOOD TOWN CENTRE	4567 LOUGHEED HWY	BURNABY	BC	V5C 3Z6	Canada	2,561
5857	Canada	LANDSDOWNE CENTRE	LANDSDOWNE CENTRE	5300 N 3 RD	RICHMOND	BC	V6X 2X9	Canada	2,838
5858	Canada	CENTRAL CITY SHOPPING CENTRE	CENTRAL CITY SHOPPING CENTRE	2170 CENTRAL CITY	SURREY	BC	V3T 2W1	Canada	2,454
5861	Canada	SURREY WEST SHOPPING CENTER	SURREY WEST SHOPPING CENTER	12477 88TH AVE	SURREY	BC	V3W 1P4	Canada	2,598
5863	Canada	BILLINGS BRIDGE PLAZA	BILLINGS BRIDGE PLAZA	2277 RIVERSIDE DR	OTTAWA	ON	K1H 7X6	Canada	3,966
5865	Canada	PLACE D'ORLEANS	PLACE D'ORLEANS	110 PLACE D'ORLEANS DR	ORLEANS	ON	K1C 2L9	Canada	2,999
5868	Canada	GUILDFORD TOWN CENTER	GUILDFORD TOWN CENTER	10355 152ND ST	SURREY	BC	V3R 7C1	Canada	2,716
5869	Canada	WOODBINE CENTRE	WOODBINE CENTRE	500 REXDALE BOULEVARD	ETOBICOKE	ON	M9W 6K4	Canada	2,762
5871	Canada	MALVERN TOWN CENTRE	MALVERN TOWN CENTRE	31 TAPSCOTT ROAD	SCARBOROUGH	ON	M1B 4Y7	Canada	3,522
5872	Canada	HERITAGE PLACE	HERITAGE PLACE	1350 16TH ST EAST	OWEN SOUND	ON	N4K 6N7	Canada	2,898
5874	Canada	WEST EDMONTON MALL	WEST EDMONTON MALL	8882 170TH	EDMONTON	AB	T5T 4J2	Canada	4,338
5875	Canada	PARKLAND MALL	PARKLAND MALL	4747 67TH STREET	RED DEER	AB	T4N 6H3	Canada	2,840
5876	Canada	LONDONDERRY MALL	LONDONDERRY MALL	137 AVE & 66 ST	EDMONTON	AB	T5C 3C8	Canada	5,346
5877	Canada	SOUTH EDMONTON COMMON	SOUTH EDMONTON COMMON	2083 98 ST NW	EDMONTON	AB	T6N 1K2	Canada	2,770
5878	Canada	EDMONTON CITY CENTRE EAST	EDMONTON CITY CENTRE EAST	122 101 102ND AVE	EDMONTON	AB	T5J 2Z2	Canada	2,875
5880	Canada	NORTH MAPLE CENTRE	NORTH MAPLE CENTRE	877 ST CLAIR ST	CHATHAM	ON	N7M 5J7	Canada	2,555
5881	Canada	SHAWNESSY TOWNE CENTER	SHAWNESSY TOWNE CENTER	296 SHAWVILLE BLVD SOU	CALGARY	AB	T2Y 3S4	Canada	2,924
5882	Canada	HANEY PLACE MALL	HANEY PLACE MALL	35 11900 HANEY PLACE	MAPLE RIDGE	BC	V2X 8R9	Canada	2,242
5883	Canada	MILTON CROSS ROADS	MILTON CROSS ROADS	1250 STEELES AVE EAST	MILTON	ON	L9T 6R1	Canada	3,024
5884	Canada	STRAWBERRY HILL	STRAWBERRY HILL	12101 72ND AVE	SURREY	BC	V3W 2M	Canada	2,902
5885	Canada	WOODGROVE CENTRE	WOODGROVE CENTRE	6631 ISLAND HWY NORTH	NANAIMO	BC	V9T 4T7	Canada	3,084

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Payless 6Store List
Exhibit A Canada

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
5886	Canada	TILLCUM MALL	TILLCUM MALL	3170 TILLCUM RD	VICTORIA	BC	V9A 7C5	Canada	2,558
5887	Canada	DEVONSHIRE MALL	DEVONSHIRE MALL	3100 HOWARD AVE	WINDSOR	ON	N8X 3Y8	Canada	3,148
5889	Canada	TILLSONBURG TOWN CENTRE	TILLSONBURG TOWN CENTRE	200 BROADWAY STREET	TILLSONBURG	ON	N4G 5A7	Canada	2,400
5890	Canada	SUNRISE SHOPPING CENTER	SUNRISE SHOPPING CENTER	1400 OTTAWA STREET	SO KITCHENER	ON	N2E 4E2	Canada	6,477
5891	Canada	SHOPPERS WORLD DANFORTH	SHOPPERS WORLD DANFORTH	3003 DANFORTH AVENUE	EAST YORK	ON	M4C 1M6	Canada	2,992
5892	Canada	SUNRIDGE MALL	SUNRIDGE MALL	2525 36 STREET NE	CALGARY	AB	T1Y 5T4	Canada	2,603
5893	Canada	PARK PLACE	PARK PLACE	501 1ST AVE S	LETHBRIDGE	AB	T1J 4L9	Canada	2,537
5894	Canada	WILLOWBROOK SHOPPING CENTRE	WILLOWBROOK SHOPPING CENTRE	19705 FRASER HWY	LANGLEY	BC	V3A 7E9	Canada	2,799
5896	Canada	THE BAY CENTRE	THE BAY CENTRE	300-1150 DOUGLAS ST	VICTORIA	BC	V8W 3M6	Canada	3,030
5900	Canada	PLACE VERTU	PLACE VERTU	3131 COTE VERTU	SAINT-LAURENT	QC	H4R 1Y8	Canada	3,155
5901	Canada	CENTRE LAVAL	CENTRE LAVAL	1600 LE CORBUSIER BOUL	LAVAL	QC	H7S 1Y9	Canada	2,709
5902	Canada	CARREFOUR ANGRIGNON	CARREFOUR ANGRIGNON	7077 NEWMAN BOULEVAR	LASALLE	QC	H8N 1X1	Canada	3,050
5903	Canada	PLACE VERSAILLES	PLACE VERSAILLES	7275 RUE SHERBROOKE E	MONTREAL	QC	H1N 1E9	Canada	2,995
5908	Canada	LAWRENCE SQUARE	LAWRENCE SQUARE	700 LAWRENCE AVE WEST	NORTH YORK	ON	M6A 3B4	Canada	2,945
5909	Canada	VILLAGE GREEN MALL	VILLAGE GREEN MALL	4900 27TH ST	VERNON	BC	V1T 7G7	Canada	2,511
5910	Canada	COTTONWOOD MALL	COTTONWOOD MALL	45585 LUCKUKUCK WAY	CHILLIWACK	BC	V2R 1A1	Canada	2,607
5911	Canada	ABERDEEN MALL	ABERDEEN MALL	216A 1320 W TRANS CANA	KAMLOOPS	BC	V1S 1J2	Canada	2,827
5912	Canada	WESTBROOK MALL	WESTBROOK MALL	1200 37TH ST SW	CALGARY	AB	T3C 1S2	Canada	2,400
5916	Canada	ORCHARD PARK	ORCHARD PARK	2271 HARVEY AVE	KELOWNA	BC	V1Y 6H2	Canada	2,439
5919	Canada	CEDARBRAE MALL	CEDARBRAE MALL	3495 LAWRENCE AVE EAS	SCARBOROUGH	ON	M1H 1B3	Canada	3,000
5920	Canada	LYNN VALLEY CENTRE	LYNN VALLEY CENTRE	1199 LYNN VALLEY RD	NORTH VANCOUVER	BC	V7J 3H2	Canada	2,005
5921	Canada	FIRST LONDON NORTH	FIRST LONDON NORTH	1310 FANSHAWE PK RD W	LONDON	ON	N6G 5B1	Canada	2,567
5922	Canada	PLAZA RUE ST HUBERT	PLAZA RUE ST HUBERT	7043 ST HUBERT	MONTREAL	QC	H2S 2N1	Canada	4,300
5923	Canada	LES JARDINS DORVAL	LES JARDINS DORVAL	372 AVE DORVAL	DORVAL	QC	H9S 3H8	Canada	2,964
5924	Canada	PLACE ST-EUSTACHE	PLACE ST-EUSTACHE	367 ARTHUR SAUVE BLVD	SAINT-EUSTACHE	QC	J7P 2B1	Canada	3,095
5926	Canada	LE BOULEVARD	LE BOULEVARD	4278 JEAN TALON ST E	SAINT-LEONARD	QC	H1S 1J7	Canada	2,950
5927	Canada	PROMENADES DE SOREL	PROMENADES DE SOREL	450 PROLIQOIN BLVD	SOREL-TRACY	QC	J3P 7R5	Canada	2,408
5928	Canada	NEW SUDBURY CENTRE	NEW SUDBURY CENTRE	1349 LASALLE BLVD	SUDBURY	ON	P3A 1Z2	Canada	2,541
5929	Canada	INTERCITY SHOPPING CENTRE	INTERCITY SHOPPING CENTRE	1000 FT WILLIAM RD	THUNDER BAY	ON	P7B 6B9	Canada	2,086
5930	Canada	QUINTE MALL	QUINTE MALL	390 NORTH FRONT ST	BELLEVILLE	ON	K8P 3E1	Canada	3,189
5931	Canada	CLARINGTON SHOPPING CENTRE	CLARINGTON SHOPPING CENTRE	70 CLARINGTON BLVD	BOWMANVILLE	ON	L1C 5A5	Canada	3,078
5932	Canada	CORNWALL SQUARE	CORNWALL SQUARE	1 WATER STREET EAST	CORNWALL	ON	K6H 6R3	Canada	2,668
5933	Canada	673 YONGE ST	673 YONGE ST		TORONTO	ON	M4Y 1Z9	Canada	4,612
5935	Canada	BONNIE DOON SHOPPING CENTRE	BONNIE DOON SHOPPING CENTRE	82ND AVE/83D ST	EDMONTON	AB	T6C 4E3	Canada	3,107
5936	Canada	THE MALL AT LAWSON HEIGHTS	THE MALL AT LAWSON HEIGHTS	134 PRIMROSE DR	SASKATOON	SK	S7K 5S6	Canada	2,574
5937	Canada	GRASSLANDS SHOPPING CENTER	GRASSLANDS SHOPPING CENTER	4638 GORDON ROAD	REGINA	SK	S4W 0B7	Canada	2,375
5938	Canada	PORTAGE PLACE	PORTAGE PLACE	393 PORTAGE AVE	WINNIPEG	MB	R3B 3H6	Canada	3,001
5941	Canada	PROMENADES DE LA CATHEDRALE	PROMENADES DE LA CATHEDRALE	625 RUE STE CATHERINES	MONTREAL	QC	H3B 1B2	Canada	2,784
5943	Canada	LES PROMENADES ST-BRUNO	LES PROMENADES ST-BRUNO	506 BOULEVARD DES PRO	SAINT-BRUNO	QC	J3V 6A8	Canada	2,329
5944	Canada	CENTRE FAIRVIEW POINTE-CLAIRE	CENTRE FAIRVIEW POINTE-CLAIRE	6815 AUTOROUTE TRANSC	POINTE-CLAIRE	QC	H9R 1C4	Canada	2,389
5945	Canada	CORNWALL CENTRE	CORNWALL CENTRE	2102 11TH AVE	REGINA	SK	S4P 3Y6	Canada	2,846
5947	Canada	GARDEN CITY SHOPPING CENTRE	GARDEN CITY SHOPPING CENTRE	2305 MCPHILLIPS ST	WINNIPEG	MB	R2V 3E1	Canada	2,906
5948	Canada	MIDTOWN PLAZA	MIDTOWN PLAZA	21ST ST EAST	SASKATOON	SK	S7K 1J9	Canada	2,519
5949	Canada	ORANGEVILLE FAIRGROUNDS	ORANGEVILLE FAIRGROUNDS	95 FIRST	ORANGEVILLE	ON	L9W 3Z9	Canada	2,614
5950	Canada	DURHAM CENTRE	DURHAM CENTRE	40 KINGSTON RD E	AJAX	ON	L1Z 1G1	Canada	6,921
5951	Canada	TIMMINS SQUARE	TIMMINS SQUARE	1500 RIVERSIDE DR W	TIMMINS	ON	P4R 1A1	Canada	2,365
5952	Canada	CROSSROADS STATION SHOPPING CENTRE	CROSSROADS STATION SHOPPING CENTRE	1574A REGENT AVENUE W	WINNIPEG	MB	R2C 3B4	Canada	2,845
5953	Canada	KILDONAN PLACE	KILDONAN PLACE	1555 REGENT AVE WEST	WINNIPEG	MB	R2C 4J2	Canada	2,889
5954	Canada	ALBION CENTRE	ALBION CENTRE	1530 ALBION RD	ETOBICOKE	ON	M9V 1B4	Canada	2,808
5955	Canada	LIMERIDGE MALL	LIMERIDGE MALL	999 UPPER WENTWORTH	HAMILTON	ON	L9A 4X5	Canada	2,609
5957	Canada	SEAWAY MALL	SEAWAY MALL	800 NIAGARA STREET	WELLAND	ON	L3C 5Z4	Canada	2,806
5958	Canada	203 WYE RD	203 WYE RD		SHERWOOD PARK	AB	T8A 2G4	Canada	2,533
5959	Canada	GATEWAY POWER CENTRE	GATEWAY POWER CENTRE	11020 100 AVE	GRANDE PRAIRIE	AB	T8V 7L5	Canada	2,638
5962	Canada	FIRST PRO ORLEANS	FIRST PRO ORLEANS	3890 INNES RD	ORLEANS	ON	K1C 1T1	Canada	2,844
5964	Canada	PROMENADES DE L'OUTAOUAIS	PROMENADES DE L'OUTAOUAIS	1100 MALONEY BLVD WES	GATINEAU	QC	J8T 6G3	Canada	2,614
5965	Canada	CENTRE REGIONAL CHATEAUGUAY	CENTRE REGIONAL CHATEAUGUAY	200 ANJOU BLVD	CHATEAUGUAY	QC	J6K 1C5	Canada	2,540
5967	Canada	EGLINTON SQUARE SHOPPING CENTER	EGLINTON SQUARE SHOPPING CENTER	1 EGLINTON SQUARE EAS	SCARBOROUGH	ON	M1L 2K1	Canada	2,528
5968	Canada	MARKET MALL	MARKET MALL	2325 PRESTON AVE	SASKATOON	SK	S7J 2G2	Canada	2,253
5969	Canada	BRAMALEA CITY CENTRE	BRAMALEA CITY CENTRE	25 PEELE CENTRE DRIVE	BRAMPTON	ON	L6T 3R5	Canada	3,127
5970	Canada	METROPOLIS AT METROTOWN	METROPOLIS AT METROTOWN	4700 KINGSWAY	BURNABY	BC	V5H 4M1	Canada	2,800
5971	Canada	METROPOLIS AT METROTOWN	METROPOLIS AT METROTOWN	131 - 4800 KINGSWAY	BURNABY	BC	V5H 4J2	Canada	2,568
5973	Canada	LAMBTON MALL	LAMBTON MALL	1380 LONDON ROAD	SARNIA	ON	N7S 1P8	Canada	2,378
5974	Canada	COQUITLAM CENTRE	COQUITLAM CENTRE	2929 BARNET HIGHWAY	COQUITLAM	BC	V3B 5R5	Canada	3,043
5975	Canada	MICMAC MALL	MICMAC MALL	21 MICMAC BOULEVARD	DARTMOUTH	NS		Canada	2,607
5979	Canada	CHINOOK CENTRE	CHINOOK CENTRE	6455 MACLEOD TRAIL SW	CALGARY	AB	T2H 0K9	Canada	2,384
5980	Canada	CORNERSTONE PRINCE ALBERT	CORNERSTONE PRINCE ALBERT	800-15TH ST EAST	PRINCE ALBERT	SK	S6V 8E3	Canada	2,492
5981	Canada	MC ALLISTER PLACE	MC ALLISTER PLACE	519 WESTMORLAND ROAD	SAINT JOHN	NB	E2J 3W9	Canada	2,500
5984	Canada	HILLSIDE SHOPPING CENTER	HILLSIDE SHOPPING CENTER	1644 HILLSIDE AVENUE	VICTORIA	BC	V2T 2C5	Canada	2,573
5985	Canada	MERIVALE MALL	MERIVALE MALL	1642 MERIVALE ROAD	NEPEAN	ON	K8G 4A1	Canada	4,185
5986	Canada	KANATA CENTRUM	KANATA CENTRUM	120 EARL GREY DR	KANATA	ON	K2T 1B6	Canada	2,493
5988	Canada	ST VITAL	ST VITAL	1225 ST MARY'S ROAD	WINNIPEG	MB	R2M 5E5	Canada	2,613
5989	Canada	REGENT MALL	REGENT MALL	1381 REGENT STREET	FREDERICTON	NB	E3C 1A2	Canada	2,241
5990	Canada	TRURO MALL	TRURO MALL	245 ROBIE STREET	TRURO	NS	B2N 5N6	Canada	2,566
5991	Canada	LLOYDMINSTER POWER CENTER	LLOYDMINSTER POWER CENTER	7003 44TH ST	LLOYDMINSTER	AB	T9V 2X1	Canada	2,683
5993	Canada	RICHMOND CENTRE	RICHMOND CENTRE	1115-6551 NO. 3 ROAD	RICHMOND	BC	V6Y 2B6	Canada	2,401
5994	Canada	CARLINGWOOD MALL	CARLINGWOOD MALL	2121 CARLING AVE	OTTAWA	ON	K2A 1H2	Canada	3,354
5995	Canada	MAYFLOWER MALL	MAYFLOWER MALL	800 GRAND LAKE ROAD	SYDNEY	NS	B1P 6S9	Canada	2,220
5998	Canada	CONESTOGA MALL	CONESTOGA MALL	550 KING ST N	WATERLOO	ON	N2L 5W6	Canada	2,269
6001	Canada	CLOVERDALE MALL	CLOVERDALE MALL	250 THE EAST MALL	ETOBICOKE	ON	M9B 3Y8	Canada	2,327
6005	Canada	PLACE LAURIER	PLACE LAURIER	2700 BLVD LAURIER	QUEBEC CITY	QC	G1V 2L8	Canada	2,201
6010	Canada	PLACE LONGUEUIL	PLACE LONGUEUIL	825 OUEST ST LAURENT	LONGUEUIL	QC	J4K 2V1	Canada	3,234
6011	Canada	VAUGHAN MILLS	VAUGHAN MILLS	1 BASS PRO MILLS DR	CONCORD	ON	L4K 5W4	Canada	2,769
6013	Canada	BAYFIELD STREET LIVINGSTONE RD	BAYFIELD STREET LIVINGSTONE RD	462 BAYFIELD STREET	BARRIE	ON	L4M 5A2	Canada	2,744
6015	Canada	POLO PARK SHOPPING CENTRE	POLO PARK SHOPPING CENTRE	1485 PORTAGE AVE	WINNIPEG	MB	R3G 0W6	Canada	2,591
6016	Canada	DISCOVERY HARBOUR CENTRE	DISCOVERY HARBOUR CENTRE	160 1436 ISLAND HWY	CAMPBELL RIVER	BC	V9W 8C6	Canada	3,095
6017	Canada	NORTHGATE MALL	NORTHGATE MALL	1500 FISHER ST	NORTH BAY	ON	P1B 2H3	Canada	3,158
6018	Canada	CORNERSTONE SHOPPING CENTER	CORNERSTONE SHOPPING CENTER	160 CORNERSTONE 6800-4	CAMROSE	AB	T4V 4T1	Canada	2,745
6019	Canada	ANCASTER PLAZA	ANCASTER PLAZA	1080 WILSON STREET WES	ANCASTER	ON	L9G 3K9	Canada	2,748
6020	Canada	WESTRIDGE SHOPPING CENTRE	WESTRIDGE SHOPPING CENTRE	170 WINDFLOWER GATE	WOODBRIIDGE	ON	L4L 9K8	Canada	3,020
6021	Canada	SHOPPERS MALL	SHOPPERS MALL	1570 18TH ST	BRANDON	MB	R7A 5C5	Canada	2,530
6022	Canada	MAPLEVIEW SHOPPING CENTRE	MAPLEVIEW SHOPPING CENTRE	900 MAPLE AVENUE	BURLINGTON	ON	L7S 2J8	Canada	2,245
6023	Canada	THE SHERIDAN CENTRE	THE SHERIDAN CENTRE	2225 ERIN MILLS PARKWAY	MISSISSAUGA	ON	L5K 1T9	Canada	2,272

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Payless 6Store List
Exhibit A Canada

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
6924	Canada	WOODLAND HILLS CENTRE	WOODLAND HILLS CENTRE	18040 YONGE ST	NEWMARKET	ON	L3Y 8S4	Canada	2,715
6926	Canada	CHAMPLAIN PLACE	CHAMPLAIN PLACE	477 PAUL ST	DIEPPE	NB	E1A 4X5	Canada	2,928
6927	Canada	HIGHLAND SQUARE	HIGHLAND SQUARE	689 WESTVILLE RD	NEW GLASGOW	NS	B2H 2J6	Canada	2,153
6928	Canada	YARMOUTH MALL	YARMOUTH MALL	76 STARRS RD	YARMOUTH	NS	B5A 2T5	Canada	2,522
6929	Canada	LANGLEY WALMART	LANGLEY WALMART	20202 66TH AVENUE	LANGLEY	BC	V2Y 1P3	Canada	2,608
6930	Canada	PETER POND MALL	PETER POND MALL	9713 HARDIN STREET	FORT MCMURRAY	AB	T9H 1L2	Canada	2,739
6932	Canada	CARREFOUR DE LA POINTE	CARREFOUR DE LA POINTE	12675 SHERBROOKE ST E	POINTE-AUX-TREMBLES	QC	H1A 3W7	Canada	2,350
6934	Canada	WAL MART CENTRE	WAL MART CENTRE	121 A BUCHANAN ST	CHARLOTTETOWN	PE	C1E 1K1	Canada	2,727
6935	Canada	288 ERIE STREET	288 ERIE STREET	UNIT D	LEAMINGTON	ON	N8H 3C5	Canada	2,602
6938	Canada	STRATFORD FESTIVAL MARKETPLACE	STRATFORD FESTIVAL MARKETPLACE	1067 ONTARIO ST	STRATFORD	ON	N5A 6W6	Canada	2,311
6940	Canada	LLOYD D JACKSON SQUARE	LLOYD D JACKSON SQUARE	2 KING STREET WEST	HAMILTON	ON	L8P 1A2	Canada	2,939
6941	Canada	NORTHGATE SHOPPING CENTRE	NORTHGATE SHOPPING CENTRE	489 ALBERT ST N	REGINA	SK	S4R 3C4	Canada	2,760
6944	Canada	SEVENOAKS SHOPPING CENTRE	SEVENOAKS SHOPPING CENTRE	32900 SOUTH FRASER WA	ABBOTSFORD	BC	V2S 5A1	Canada	2,971
6945	Canada	CATARAQUI TOWN CENTER	CATARAQUI TOWN CENTER	945 GARDINERS RD	KINGSTON	ON	K7M 7H4	Canada	2,180
6946	Canada	1659 KENASTON BLVD	1659 KENASTON BLVD	UNIT 1	WINNIPEG	MB	R3P 2M4	Canada	2,775
6948	Canada	GRANITE DRIVE PLAZA	GRANITE DRIVE PLAZA	52 SILVER FOX AVE	NEW MINAS	NS	B4N 0E4	Canada	2,581
6949	Canada	KINGSGATE MALL	KINGSGATE MALL	370 EAST BROADWAY	VANCOUVER	BC	V5T 4G5	Canada	2,897
6951	Canada	NORTH PARK PLAZA	NORTH PARK PLAZA	1383 LAWRENCE AVENUE	NORTH YORK	ON	M6L 1A4	Canada	3,000
6954	Canada	SOUTHPOINTE COMMONS	SOUTHPOINTE COMMONS	2004 50TH AVE	RED DEER	AB	T4R 3C5	Canada	2,554
6955	Canada	MAIL CHAMPLAIN	MAIL CHAMPLAIN	2151 BOUL LAPINIERE	BROSSARD	QC	J4W 2T5	Canada	2,157
6956	Canada	SOUTHCENTRE MALL	SOUTHCENTRE MALL	100 ANDERSON ROAD SE	CALGARY	AB	T2J 3V1	Canada	2,730
6959	Canada	20 NEW PINE GROVE RD	20 NEW PINE GROVE RD	UNIT 1	BRIDGEWATER	NS	B4V 4H5	Canada	2,508
6960	Canada	WHITE OAKS SQUARE	WHITE OAKS SQUARE	12222-137 AVE	EDMONTON	AB	T5L 4X5	Canada	2,316
6961	Canada	GRANVILLE STREET PLAZA	GRANVILLE STREET PLAZA	454 GRANVILLE ST N	SUMMERSIDE	PE	C1N 4K7	Canada	2,450
6962	Canada	PEMBROKE MALL	PEMBROKE MALL	1100 PEMBROKE ST EAST	PEMBROKE	ON	K8A 6Y7	Canada	2,505
6965	Canada	MAYFAIR SHOPPING CENTRE	MAYFAIR SHOPPING CENTRE	3147 DOUGLAS ST	VICTORIA	BC	V8Z 6E3	Canada	2,095
6966	Canada	BEDFORD COMMONS	BEDFORD COMMONS	105 DAMASCUS ROAD	BEDFORD	NS	B4A 0C2	Canada	2,500
6968	Canada	PINE CENTRE	PINE CENTRE	3055 MASSEY DRIVE	PRINCE GEORGE	BC	V2N 2S9	Canada	2,296
6970	Canada	5405 BOULEVARD ROBERT-BOURASSA	5405 BOULEVARD ROBERT-BOURASSA		LAVAL	QC	H7E 0A4	Canada	2,564
6971	Canada	PLACE ALEXIS NIHON	PLACE ALEXIS NIHON	1500 ATWATER	WESTMOUNT	QC	H3Z 3C1	Canada	2,450
6972	Canada	SOUTHRIDGE MALL	SOUTHRIDGE MALL	1933 REGENT ST	SUDBURY	ON	P3E 5R2	Canada	2,570
6974	Canada	SMART CENTRES GUELPH	SMART CENTRES GUELPH	17 WOODLAWN RD WEST	GUELPH	ON	N1H 1G8	Canada	2,426
6975	Canada	SCARBOROUGH TOWN CENTRE	SCARBOROUGH TOWN CENTRE	300 BOROUGH DRIVE	SCARBOROUGH	ON	M1P 4P5	Canada	3,702
6978	Canada	OAKWOOD PLACE SHOPPING	OAKWOOD PLACE SHOPPING	7481 OAKWOOD DR	NIAGARA FALLS	ON	L2E 7K5	Canada	2,536
6980	Canada	WINSTON CHURCHILL DEVELOPMENTS	WINSTON CHURCHILL DEVELOPMENTS	3055 ARGENTIA RD 1	MISSISSAUGA	ON	L5N 8E1	Canada	2,854
6981	Canada	UNICITY MALL	UNICITY MALL	3653 PORTAGE AVE	WINNIPEG	MB	R3K 2G6	Canada	2,614
6982	Canada	PROMENADE MALL	PROMENADE MALL	1 PROMENADE CIRCLE	THORNHILL	ON	L4J 4P8	Canada	3,584
6984	Canada	117 MONTEE MASSON	117 MONTEE MASSON	BLDG J-2	MASCOUCHE	QC	J7K 3B4	Canada	2,455
6985	Canada	1055 HILLSIDE DRIVE	1055 HILLSIDE DRIVE		KAMLOOPS	BC	V2E 2S5	Canada	2,540
6986	Canada	ST LAURENT SHOPPING CENTRE	ST LAURENT SHOPPING CENTRE	1200 ST LAURENT BLVD	OTTAWA	ON	K1K 3B8	Canada	1,958
6988	Canada	420 VANSICKLE RD 1	420 VANSICKLE RD 1	UNIT E-07	ST CATHARINES	ON	L2R 6P9	Canada	3,037
6989	Canada	3724 MAYOR MAGRATH DRIVE S	3724 MAYOR MAGRATH DRIVE S		LETHBRIDGE	AB	T1K 7T6	Canada	2,531
6990	Canada	HAMILTON WALMART CENTRE	HAMILTON WALMART CENTRE	2176 RYMAL ROAD E	HANNON	ON	L0R 1P0	Canada	2,550
6995	Canada	THE CORE	THE CORE	317 7TH AVENUE SW	CALGARY	AB	T2P 2Y9	Canada	2,774
6996	Canada	BAYSHORE SC	BAYSHORE SC	100 BAYSHORE DR	NEPEAN	ON	K2B 8C1	Canada	3,336
7171	Canada	SAULT CENTRE	SAULT CENTRE	518 GREAT NORTHERN RD	SAULT STE. MARIE	ON	P6B 4Z9	Canada	2,446
7172	Canada	FIRST PRO BROCKVILLE	FIRST PRO BROCKVILLE	1958 PARKEDALE AVE	BROCKVILLE	ON	K6V 7N4	Canada	2,531
7174	Canada	ST ANNES PLAZA	ST ANNES PLAZA	930 ST ANNE ST	BATHURST	NB	E2A 6X2	Canada	2,500
7177	Canada	EGLINTON SMART CENTRES	EGLINTON SMART CENTRES	1900 EGLINTON AVE E	SCARBOROUGH	ON	M1L 2L9	Canada	2,643
7178	Canada	AURORA SMART CENTRES	AURORA SMART CENTRES	91 FIRST COMMERCE DR	AURORA	ON	L4G 0G2	Canada	2,447
7179	Canada	OTTAWA TRAIN YARDS	OTTAWA TRAIN YARDS	500 TERMINAL AVE	OTTAWA	ON	K1G 0Z3	Canada	3,242
7180	Canada	CROSS IRON MILLS	CROSS IRON MILLS	261055 CROSS IRON BLVD	ROCKY VIEW COUNTY	AB	T4A 0G3	Canada	3,831
7181	Canada	530-700 ST ALBERT TRAIL	530-700 ST ALBERT TRAIL	BUILDING E	ST. ALBERT	AB	T8N 7A5	Canada	2,362
7182	Canada	804 GRANVILLE STREET	804 GRANVILLE STREET		VANCOUVER	BC	V6Z 1K3	Canada	5,207
7183	Canada	DARTMOUTH CROSSING	DARTMOUTH CROSSING	89 HECTOR GATE	DARTMOUTH	NS	B3B 0B8	Canada	3,500
7189	Canada	AVALON MALL	AVALON MALL	48 KENMOUNT ROAD	ST. JOHN'S	NL	A1B 1W5	Canada	2,428
7190	Canada	THE VILLAGE SHOPPING CENTER	THE VILLAGE SHOPPING CENTER	430 TOPSAIL ROAD	ST. JOHN'S	NL	A1E 4N1	Canada	2,500
7191	Canada	WHITE OAKS MALL	WHITE OAKS MALL	1105 WELLINGTON ROAD	LONDON	ON	N6E 1V4	Canada	2,540
7192	Canada	CORNER BROOK PLAZA	CORNER BROOK PLAZA	44 MAPLE VALLEY ROAD	CORNER BROOK	NL	A2H 6L8	Canada	3,242
7194	Canada	IRA NEEDLES	IRA NEEDLES	200 THE BOARDWALK UNIT	KITCHENER	ON	N2N 0B1	Canada	2,493

Exhibit B

Distribution Centers

1 Collective Way
Brookville, OH

Store Closing Procedures¹

1. The Store Closings will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.
2. The Store Closings will be conducted in accordance with applicable state and local “Blue Laws,” and thus, where such a law is applicable, no Store Closings will be conducted on Sunday unless the Debtors have been operating such stores on Sundays.
3. On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any Stores’ premises, unless permitted by the applicable lease or if distribution is customary in the “shopping center” in which such Store is located; *provided* that the Debtors and the Consultant may solicit customers in the Stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closings or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.
4. The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closings shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; provided, however, that the foregoing shall not apply to de minimis FF&E sales made whereby the item can be carried out of the Store in a shopping bag.
5. The Consultant and Debtors may abandon any FF&E not sold in the Sales at the Closing Stores, distribution centers or corporate office at the conclusion of the Sales. Any abandoned FF&E left in a Closing Store, distribution center or corporate office after a lease is rejected shall be deemed abandoned to the landlord, with the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Debtors.
6. The Debtors and the Consultant may, but are not required to, advertise all of the Store Closings as “going out of business,” “store closing,” “sale on everything,” “everything must go,” or similarly themed sales. The Debtors and the Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.
7. The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior and exterior banners in connection with the Store Closings;

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in the Interim Order to which these Store Closing Procedures are attached as **Exhibit** or the Motion to which the Interim Order is attached as **Exhibit**, as applicable.

provided that such sign walkers, display, hanging signs, and interior and exterior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or day-glo on its sign walkers, display, hanging signs, or interior and exterior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall Stores and (b) enclosed mall Stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Store Closing is being conducted only at the affected Store, and shall not be wider than the storefront of the Store. In addition, the Debtors shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

8. Neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any Stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.
9. Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Consultant, at the direction of the Debtors, and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.
10. Conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."
11. The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.
12. An unexpired nonresidential real property lease will not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.
13. The rights of landlords against the Debtors for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
14. If and to the extent that the landlord of any Store contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall provide at least five (5) days' written notice, served by email or overnight delivery, on:

If to the Debtors:

with copies (which shall not constitute notice) to:

If to Consultant:

Attention: Ian Fredericks

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five (5) days' written notice to the other party, served by email or overnight delivery.

Exhibit C**Consultant Controlled Expenses**

	US and Protectorates	Canada (in USD)	Total
	\$ (000's)	\$ (000's)	\$ (000's)
<u>Operational Expenses</u>			
Advertising			
Signs and Banners	2,397	283	\$2,680
Broadcast (TV)	725	135	\$860
Email / Social Media	450	65	\$515
Grassroots/Signwalkers	4,654	368	\$5,022
Subtotal - Advertising	8,226	851	9,077
Leads, Regionals, F&A	975		\$975
FT Consultants	3,808	503	\$4,311
PT Consultants	462	46	\$508
Travel	470	36	\$506
Supervision	5,715	585	\$6,300
Total	13,941	1,436	15,377

Exhibit D

File

Due Diligence files in 1.8 Inventory Files:

- 1.8.1 Request_set1-250 to 500.xls
- 1.8.2 Request_set2-500-750.xls
- 1.8.3 Request_set3-751 to 1250.xls
- 1.8.4 Request_set4-1251 to 2250.xls
- Request_set5-2250 to 3250.xls
- 1.8.5 Request_set6-3251 to 3707.xls
- 1.8.6 Request_set_frst_250.xls

Plus similar files for any missing locations in the above